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**IN RE: CANADIAN OSRAM SYLVANIA PREMIUM AUTOMOTIVE
LIGHTING MARKETING & SALES PRACTICES LITIGATION**

<p>CHARLES COLLINS <i>Plaintiff</i></p> <p>-vs- OSRAM SYLVANIA, INC. and OSRAM SYLVANIA PRODUCTS, INC. and OSRAM SYLVANIA, LTD. <i>Defendants</i></p>	<p>Ontario Superior Court of Justice Commenced in Ottawa Court File No. 14-62041CP</p>
<p>RINO PETRELLA <i>Petitioner</i></p> <p>-vs- OSRAM SYLVANIA, INC. and OSRAM SYLVANIA PRODUCTS, INC. and OSRAM SYLVANIA, LTD. <i>Respondents</i></p>	<p>Superior Court of Québec District of Montreal No. 500-06-000710-141</p>

CANADIAN CLASS ACTION SETTLEMENT AGREEMENT

Made as of December 1, 2015
(the "Execution Date")

I. Preamble and Recitals

1. **WHEREAS** this Settlement Agreement (the "Agreement") is entered into by and among (i) named Plaintiff Charles Collins and named Petitioner Rino Petrella (collectively, the "Plaintiffs") on behalf of themselves and their respective Classes as defined below and (ii) named Respondents/Defendants Osram Sylvania, Inc., Osram Sylvania Products, Inc. and Osram Sylvania, Ltd. (collectively, "Sylvania" or the "Defendants") [collectively, Sylvania and with the Plaintiffs, the "Settling Parties"] and their counsel;
2. **WHEREAS** Sylvania denies the allegations made in the legal proceedings, denies that any damages are payable, have not conceded or admitted any civil liability, and have defences to all of the claims in the Proceedings;
3. **WHEREAS** the Parties have engaged in extensive, arm's-length negotiations through counsel with substantial experience in complex class proceedings that have resulted in this Settlement Agreement;

4. **WHEREAS** the Plaintiffs and Class Counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts and law applicable to the Plaintiffs' claims, and having regard to the burden and expense in prosecuting the Proceedings, including the risks and uncertainties associated with trials and appeals, the Plaintiffs and Class Counsel have concluded that this Settlement Agreement is fair, reasonable, and in the best interests of the Plaintiffs and the Classes they seek to represent;
5. **WHEREAS** despite their belief that they are not liable in respect of the allegations made in the Proceedings and have good defences thereto, the Defendants are entering into this Settlement Agreement in order to achieve a final resolution of all claims asserted against them by the Plaintiffs, and to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and it is acknowledged that the Defendants would not have entered into this Settlement Agreement were it not for the foregoing;
6. **WHEREAS** the Parties therefore wish to, and hereby do, fully and finally resolve, without admission of liability, the Proceedings against the Defendants;
7. **WHEREAS**, the Defendants have agreed to pay the amounts stipulated herein to settle all claims made by Class Members in accordance with the eligibility criteria described herein and all administrative, adjudicative and notice costs associated with the implementation of this Settlement Agreement and all Class Counsel fees, disbursements and applicable taxes as set out herein;
8. **WHEREAS** for the purposes of settlement only and contingent on approval by the Courts, as provided for in this Settlement Agreement, the Parties have consented to the certification of a national class, excluding residents of Québec, in the Ontario Proceeding, and the Parties have consented to the authorization of a class of Québec residents in the Québec Proceeding;
9. **WHEREAS** the Parties agree that neither this Settlement Agreement nor any document relating thereto, nor any action taken to carry out this Settlement Agreement, shall be offered in evidence in any action or proceeding against the Defendants or in any court, administrative agency or other tribunal in Canada or elsewhere in the world for any purpose whatsoever other than to give effect to and enforce the provisions of this Settlement Agreement or to seek court approvals of the Settlement Agreement;
10. **WHEREAS** Class Counsel represent and warrant that they are fully authorized to enter into this Agreement on behalf of the Plaintiffs and the Class, and that Class Counsel have consulted with and confirmed that all Plaintiffs fully support and have no objection to this Agreement;
11. **WHEREAS** each of the Settling Parties stipulates and agrees that upon the Courts' entry of an Order and Final Judgment granting Approval to this Agreement, these lawsuits and the matters raised in the litigation are hereby settled, compromised,

and dismissed (in Ontario) on the merits and with prejudice, on the terms and conditions set forth herein.

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, the following has been agreed to by the Parties:

II. Specifications and Definitions

12. All amounts of money mentioned in the present Agreement are in Canadian dollars.
13. In this Agreement, in addition to the terms that are defined elsewhere herein, the following terms have the meanings specified below. The plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be.
 - (a) “**Account**” means an interest bearing trust account under the control of the Claims Administrator at a chartered Canadian bank. All interest accrued will be added to the fund used to compensate Class Members;
 - (b) “**Actions**” or “**Class Actions**” means *Collins v. Osram Sylvania, Inc. et al.*, Ontario Superior Court of Justice, Court File Number 14-62041CP and *Petrella v. Osram Sylvania, Inc. et al.*, Superior Court of Québec, Court File Number 500-06-000710-141;
 - (c) “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means the written settlement agreement set out herein, including its schedules and any written executed amendments thereto;
 - (d) “**Approval Hearings**” means the Courts’ hearings held to determine whether the Agreement should be approved;
 - (e) “**Approval Notice**” means the notice to be disseminated and published after the Settlement Approval Orders are entered giving Class Members notice of the certification of the Proceedings for settlement purposes, the approval of the Agreement, the procedure for making a claim as well as the procedure for opting out of the Proceedings, in a form to be approved by the Courts.
 - (f) “**Approval Orders**” means the Courts’ Order/Judgment both Certifying/Authorizing the Actions as class proceedings and approving the Settlement Agreement;
 - (g) “**Approved Claims**” means the Claims of the Class Members which have been approved for payment(s) pursuant to this Settlement Agreement;
 - (h) “**CCP**” means the Québec *Code of Civil Procedure*, CQLR c. C-25.01;

- (i) **“Claim”** means the claim of a Class Member or his or her representative submitted on a Claim Form as provided in this Agreement;
- (j) **“Claimant”** means a Class Member who submits a claim to the Claims Administrator;
- (k) **“Claim Form”** means the form submitted by a Class Member in order to obtain Compensation, but which may be modified as necessary to comply with the provisions of any Approval Orders entered by the Courts;
- (l) **“Claim Period”** means the time period in which Class Members may submit a Claim Form. The Claim Period shall run immediately from the publication of the Pre-Approval Notice and will terminate ninety (90) days following the publication of the Approval Notice;
- (m) **“Claims Administration Fees and Expenses”** means the fees and expenses charged by the Claims Administrator for, among other things, the publication of Class Notice, establishment and maintenance of the Settlement Website and other communication and notice methods with Class Members, and the processing, handling, reviewing, and paying of Claims made by Claimants;
- (n) **“Claims Administrator”** means The Bruneau Group as selected by the Parties and appointed by the Courts to administer the Settlement Agreement and oversee, among other things, publication of Class Notice, the Settlement Website, and other communication and notice methods with Class Members, and the processing, handling, reviewing, approving, and paying of Claims made by Claimants;
- (o) **“Claims Administrator’s Final Accounting Report”** means the report produced by the Claims Administrator as soon as practicable after all payments to Claimants has been made, which will specifically detail all monies that have been paid from the Account so that any adjustment payment, if required, can take place;
- (p) **“Claims Administrator’s Interim Accounting Report”** means the report produced by the Claims Administrator 30 days after the Claim Period has expired which details, among other things: (i) a list of all the Claimants who have either been accepted, rejected, or who will receive a notice of the deficiency; (ii) gives a full accounting of all funds that have been withdrawn from the Account and used for such items as Claims Administration Fees and Expenses, Class Notice, Class Counsel Fees and Expenses, Honorarium Awards; (iii) determines the amount that may be due to the *Fonds d’aide aux recours collectifs* and the amount of the charitable donation, if applicable; and (iv) gives an estimate as to what further amount the Defendants must deposit into the Account in order to fulfill all of its obligations under this Agreement, if applicable;

- (q) “**Claims Administrator’s Opt-Out Report**” means the report produced by the Claims Administrator 15 days after the Opt-Out Deadline has expired which details, among other things: (i) the names of any Opt-Outs; (ii) the reasons for their opting out, if known; and (iii) a copy of all information provided by that Opt-Out.
- (r) “**Class**” or “**Class Members**” means collectively all residents in Canada who purchased: (i) SilverStar ULTRA, SilverStar, XtraVision, or Cool Blue replacement headlamp capsules (ii) SilverStar, XtraVision, or Cool Blue sealed beam headlamps or (iii) SilverStar fog or auxiliary lights during the Class Period.
- (s) “**Class Counsel**” means Consumer Law Group Inc. / Consumer Law Group P.C.;
- (t) “**Class Counsel Fees and Expenses**” means the legal fees, disbursements, and applicable taxes of Class Counsel;
- (u) “**Class Notice**” means the Court-approved notices that are directed to Class Members, more specifically the Pre-Approval Notice and the Approval Notice;
- (v) “**Class Period**” means the period from September 22, 2005 up to and including December 31, 2014;
- (w) “**Compensation**” means an amount between \$12 and \$24 given to a Class Member pursuant to the terms of the Agreement;
- (x) “**Courts**” means the Ontario Court of Justice and the Superior Court of Québec;
- (y) “**CPA**” means the Ontario *Class Proceedings Act*, 1992, S.O. 1992, c. 6;
- (z) “**Defence Counsel**” means Borden Ladner Gervais LLP;
- (aa) “**Effective Date**” means 30 days after the Approval Orders have been signed and entered and no appeals have been taken therefrom, or if any appeals have been taken, the date upon which such appeals are finally resolved in such manner as to permit the completion of the settlement in accordance with the terms and conditions of the Agreement;
- (bb) “**Eligible Products**” means (i) SilverStar ULTRA, SilverStar, XtraVision, or Cool Blue replacement headlight capsules (ii) SilverStar, XtraVision, or Cool Blue sealed beam headlights or (iii) SilverStar fog or auxiliary lights;
- (cc) “**Honorarium Award**” or “**Incentive Award**” means the amount payable to the Plaintiffs and approved by the Court;
- (dd) “**Litigation**” means the Proceedings;

- (ee) "**Objection**" is the written communication that a Class Member may file with the Court in order to object to this Agreement;
- (ff) "**Objector**" is any Class Member filing an Objection;
- (gg) "**Opt-Out**" means a person who would have been a member of the Class except for his or her timely and valid request for exclusion;
- (hh) "**Opt-Out Deadline**" means 45 days following the publication of the Approval Notice;
- (ii) "**Opt-Out Form**" means the form that enables a Class Member to exclude himself or herself from the Agreement;
- (jj) "**Ontario Court**" means the Ontario Superior Court of Justice;
- (kk) "**Parties**" means the Plaintiffs and the Defendants;
- (ll) "**Plaintiffs**" or "**Class Representatives**" or "**Representative Plaintiffs**" means the Petitioner Rino Petrella and the Plaintiff Charles Collins;
- (mm) "**Pre-Approval Notice**" means the notice that advises Class Members of the upcoming Approval Hearing of the Agreement;
- (nn) "**Pre-Approval Orders**" means the Courts Order/Judgment rendered with respect to the proposed Pre-Approval Notice;
- (oo) "**Proceedings**" means *Collins v. Osram Sylvania, Inc. et al.*, Court File No. 14-62041 in Ontario and *Petrella v. Osram Sylvania, Inc. et al.*, Court File No. 500-06-000710-141 in Québec;
- (pp) "**National Class**" means all residents in Canada, excluding Québec, who purchased: (i) SilverStar ULTRA, SilverStar, XtraVision, or Cool Blue replacement headlamp capsules (ii) SilverStar, XtraVision, or Cool Blue sealed beam headlamps or (iii) SilverStar fog or auxiliary lights during the Class Period;
- (qq) "**Notice Expenses**" includes all reasonable costs and expenses expended in publishing the Class Notice, including but not limited to: (1) preparing, disseminating, posting, promoting, internet housing, and publishing of the Class Notice and (ii) any other necessary notice or notice-related activities;
- (rr) "**Notice of Missing Information**" means the notice sent by the Claims Administrator to a Class Member who has submitted a Claim Form with incomplete or missing information that is required for the Class Member to be considered eligible for relief provided by this Agreement;

- (ss) **“Notice Plan”** means the plan for disseminating Class Notice of the Pre-Approval Notice and the Approval Notice which shall be pursuant to the protocols outlined in this Agreement and approved of by the Courts;
- (tt) **“Québec Class”** means all residents in Québec who purchased: (i) SilverStar ULTRA, SilverStar, XtraVision, or Cool Blue replacement headlamp capsules (ii) SilverStar, XtraVision, or Cool Blue sealed beam headlamps or (iii) SilverStar fog or auxiliary lights during the Class Period;
- (uu) **“Québec Court”** means the Superior Court of Quebec;
- (vv) **“Released Claims”** means any and all manner of claims, actions, causes of action, suits, elections as to remedy, Québec civil law claims and statutory liabilities, rights, debts, sums of money, payments, obligations, reckonings, contracts, agreements, executions, promises, damages, liens, judgments and demands of whatever kind, type, or nature and whatsoever, both at law and in equity, whether direct or indirect, whether class, individual, or otherwise in nature, whether personal or subrogated, whether past, present, or future, mature or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, whether based on federal, provincial, territorial, or municipal law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim that Plaintiffs or Class Members ever had, now have, may have, or hereafter can, shall, or may ever have against the Releasees in any other court, tribunal, arbitration panel, commission, agency, or before any governmental and/or administrative body, or any other adjudicatory body, on the basis of, connected with, arising from, or in any way whatsoever relating to the marketing and sale of Eligible Products purchased during the Class Period or the claims alleged, or that could have been alleged, in the Proceedings, and, more particularly, but without in any way limiting the generality of the foregoing, arising from, directly or indirectly, or in any way whatsoever pertaining or relating to the claims alleged, or that could have been alleged, in the Proceedings, including, but not limited to, communications, disclosures, nondisclosures, representations, statements, claims, omissions, messaging, design, testing, marketing, advertising, promotion, packaging, displays, brochures, studies, manufacture, distribution, operation, performance, functionality, notification, providing, offering, dissemination, replacement, sale and/or resale by the Releasees of Eligible Products, any claims for rescission, restitution, or unjust enrichment for all damages of any kind, violations of any province’s or territory’s deceptive, unlawful, and/or unfair business and/or trade practices, false, misleading, or fraudulent advertising, consumer fraud and/or consumer protection statutes, any breaches of express, implied, and/or any other warranties, any similar federal, provincial, territorial, or municipal acts, statutes, or codes, damages, costs, expenses, extra-contractual damages, compensatory damages, exemplary damages, special damages, penalties, punitive damages and/or damage multipliers, disgorgement, declaratory relief,

expenses, interest, and/or lawyers' fees and costs against the Releasees pertaining to or relating to the claims alleged, or that could have been alleged, in the Proceedings, notwithstanding that Plaintiffs and the Class acknowledge that they may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Proceedings and/or the Released Claims. The Released Claims do not include any claims for personal injury or products liability, though the Parties and their counsel represent that they are not aware of the existence of any such personal injury or products liability claims related to the Covered Products;

- (ww) “**Releasees**” means the Defendants and each of their present or past directors, officers, employees, agents, shareholders, lawyers, advisors, consultants, representatives, partners, affiliates, parents, subsidiaries, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, related companies, and divisions, and each of their predecessors, successors, heirs and assigns;
- (xx) “**Releasors**” means the Plaintiffs, Class Members, and their respective heirs, executors, administrators, representatives, agents, partners, successors and assigns;
- (yy) “**Residents**” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association (including any group, organization, co-tenancy, plan, board, council or committee), corporation, government authority, custodian, nominee, firm, joint venture, First Nation, aboriginal or native group or band, unincorporated organization or individual or entity resident in Canada;
- (zz) “**Schedules**” means the schedules incorporated by reference into to the Agreement;
- (aaa) “**Settlement Amount**” means the amount paid by the Defendants herein, plus any interest accrued;
- (bbb) “**Settlement Benefits**” means the monetary and other relief available to Class Members;
- (ccc) “**Settlement Cap Maximum**” means the amount of CDN \$1,750,000, inclusive of all Class Counsel Fees, Claims Administration Fees and Expenses, Class Notice Expenses, Honorarium Awards to the Plaintiffs, the payment of all valid Claims and all amounts that may be due to the *Fonds d'aide aux recours collectifs*, and any and all applicable taxes;
- (ddd) “**Settlement Fund Minimum**” mean the all-inclusive sum of CDN\$1,150,000;

(eee) “**Settlement Website**” means the dedicated website located at www.autolightclaims.ca established by the Claim Administrator that will contain documents relevant to the Settlement, including the Pre-Approval Notice, the Approval Notice, the Settlement Agreement, the Claim Form and the Opt-Out Form, both in English and French. The Settlement Website shall also include an electronic Claim Form to allow on-line submission of claims, as well as a Claim Form that can be downloaded, printed, and mailed to the Claims Administrator.

III. Condition Precedent

14. This Settlement Agreement shall be null and void and of no force or effect unless the Courts approve this Settlement Agreement, and the orders/judgments so given have become final and the Effective Date has occurred.

IV. Settlement Benefits

15. Settlement relief shall consist of two primary components: (1) payments to Class Members who submit valid Claims and (2) conduct changes implemented by the Defendants relating to their marketing and advertising of the Eligible Products.

(a) *Payment of Settlement Amount*

16. The Defendants agree to the Amount in accordance with this Settlement Agreement, in full satisfaction of all of the Released Claims against the Releasees.
17. Contingent on dismissal of the claim in Ontario and joint approval of the Settlement in the Proceedings, Defendants have agreed to pay the Settlement Amount of not less than CDN \$1,150,000 (the “Settlement Fund Minimum”) and not more than CDN \$1,750,000 (the “Settlement Cap Maximum”).
18. In conjunction with this Settlement Agreement, the Defendants shall deposit, no later than ten (10) business days after the Courts’ issuance of the Pre-Approval Orders, \$350,000 (the “First Payment”) in escrow to be held in the Account by the Claims Administrator. No later than ten (10) business days after the Effective Date, the Defendants shall deposit \$800,000 (the “Second Payment”) in escrow to be held in the Account by the Claims Administrator.
19. Within (30) days after the Claim Period ends, the Claims Administrator shall submit the Claims Administration Interim Accounting Report to Class Counsel, Defence Counsel and the Courts which details, among other things: (i) a list of all the Claimants who have either been accepted, rejected, or who will receive a notice of the deficiency; (ii) gives a full accounting of all funds that have been withdrawn from the Account and used for such items as Claims Administration Fees and Expenses, Class Notice, Class Counsel Fees and Expenses, and Honorarium Awards; (iii) determines the amount that may be due to the *Fonds d’aide aux recours collectifs* and the amount of the charitable donation, if applicable; and (iv)

gives an estimate as to what further amount the Defendants must deposit into the Account in order to satisfy all of its obligations under this Agreement, if applicable.

20. If the Claims Administration Interim Accounting Report indicates that the Settlement Fund Minimum is sufficient to pay all of the amounts due pursuant to this Agreement, no further payment from the Defendants will be due. If, on the other hand, the Claims Administration Interim Accounting Report shows that more funds will be necessary to pay all of the amounts due pursuant to this Agreement, no later than ten (10) business days after the Claims Administrator serves its Claims Administration Interim Accounting Report, the Defendants shall deposit an amount equal to the estimate of funds required (the "Third Payment") in escrow to be held in the Account by the Claims Administrator. Under no circumstances shall the Defendants be required to pay more than the Settlement Cap Maximum.
21. In the event that a Third Payment was due herein, as soon as practicable, after all payments to Claimants has been made, the Claims Administrator shall submit the Claims Administration Final Accounting Report to Class Counsel, Defence Counsel and the Courts which will specifically detail all monies that have been paid from the Account. In the event that the estimate in the Claims Administration Interim Accounting Report was insufficient to pay all of the amounts due pursuant to this Agreement, no later than ten (10) business days after the Claims Administrator serves its Claims Administration Final Accounting Report, the Defendants shall deposit an amount equal the remaining funds required (the "Final Payment"). In the event that the estimate in the Claims Administration Interim Accounting Report created a surplus of funds after all of the amounts due pursuant to this Agreement have been paid, the Defendants shall be entitled to a return of such surplus monies. Under no circumstances shall the Defendants be required to pay more than the Settlement Cap Maximum.
22. To the extent reasonably practicable, the Claims Administrator will invest the monies paid by Defendants at a Schedule 1 chartered Canadian bank. All interest accrued will be added to the fund used to compensate Class Members.
23. The Claims Administrator shall maintain the Account as provided for in this Settlement Agreement and shall not pay out any monies from the Account, except in accordance with the provisions of this Settlement Agreement, without an order of the Court made on notice to or on consent of the Parties.

(b) Distribution to Authorized Claimants

24. The relief to be provided to eligible Class Members shall be as follows:

Covered Product	Initial Amount	Maximum Amount
SilverStar ULTRA, SilverStar, XtraVision, or Cool Blue replacement headlight capsule	\$12.00	\$24.00

SilverStar, XtraVision, or Cool Blue sealed beam headlights	\$12.00	\$24.00
SilverStar fog or auxiliary lights	\$12.00	\$24.00

25. If the total amount of eligible Claims, together with the Claims Administration Fees and Expenses, Class Notice, Class Counsel Fees and Expenses, Honorarium Awards and any other deductions from the Account permitted by this Settlement Agreement is less than the Settlement Fund Minimum, each eligible Class Member's award shall be increased on a pro-rata basis, up to a maximum amount of \$24.00, less the withholding owing to the *Fonds d'aide aux recours collectifs* as it applies to Quebec claims and only if it is applicable, until the Settlement Fund Minimum is reached.
26. If the total amount of eligible Claims taken, together with the Claims Administration Fees and Expenses, Class Notice, Class Counsel Fees and Expenses, Honorarium Awards and any other deductions from the Account permitted by this Settlement Agreement is greater than the Settlement Fund Minimum but less than the Settlement Cap Maximum, each eligible Class Member's award shall receive the Initial Amount of \$12.00, less the withholding owing to the *Fonds d'aide aux recours collectifs* as it applies to Quebec claims and only if it is applicable.
27. If the total amount of eligible Claims, together with the Claims Administration Fees and Expenses, Class Notice, Class Counsel Fees and Expenses, Honorarium Awards and any other deductions from the Account permitted by this Settlement Agreement will exceed the Settlement Cap Maximum, then each eligible Class Member's award shall be reduced on a pro-rata basis, in order to meet the Settlement Cap Maximum.
28. Following issuance of the Approval Orders and dissemination of the Approval Notice, if, within six (6) months of the payments being issued to Claimants from the Claims Administrator, a balance exists in the Account as a result of uncashed distributions, interest earned, or any other surplus monies, any remaining funds ("Surplus Funds") shall be paid as follows:
- (a) The *Fonds d'aide aux recours collectifs* will be entitled to claim the percentage provided for at s. 1 of the *Règlement sur le pourcentage prélevé par le Fonds d'aide aux recours collectifs*, R.R.Q., c. R-2.1, r. 2, on the Québec portion of the remaining funds. Such Quebec portion will correspond to 23.6% of the remaining funds;
 - (b) The balance will be donated to Mothers Against Drunk Driving (MADD Canada).
 - (c) **Taxes and Interest**

29. All interest earned on the Settlement Amount shall accrue to the benefit of the Class and shall become and remain part of the Account.
30. All taxes payable on any interest which accrues on the Settlement Amount in the Account or otherwise in relation to the Settlement Amount, shall be the responsibility of the Class. The Claims Administrator shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Amount in the Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned by the Settlement Amount shall be paid from the Account.
31. The Defendants shall have no responsibility to make any tax filings relating to the Account and shall have no responsibility to pay tax on any income earned by the Settlement Amount or pay any taxes on the monies in the Account.

(d) Indirect compensation

32. In addition to contributing the Settlement Amount, as part of the Agreement, the Defendants stipulate that they have already introduced in Canada new packaging for the SilverStar ULTRA, SilverStar, and XtraVision families of automotive lighting (attached hereto as Schedule "A"). Plaintiffs, Class Counsel and the Defendants agree that: (a) the Defendants' new packaging addresses Plaintiffs' objections and has no materially misleading claims or representations and (b) the terms of this Agreement do not require the Defendants to maintain packaging in a particular form or with a particular content in the future.
33. The Defendants represent that they no longer actively market or sell the Cool Blue product line in Canada. Should the Defendants decide thereafter to manufacture and sell the Cool Blue product line in Canada, they agree to make packaging changes consistent with the alterations made to SilverStar ULTRA, SilverStar, and XtraVision packages.

V. Claims Process and Administration

34. In order to obtain Compensation, Class Members must complete and submit to the Claims Administrator either through the Settlement Website, by email or by regular mail a timely Claim Form (attached hereto as Schedule "B"), in which he/she solemnly declares under penalty of law that he/she has purchased a Covered Product in Canada during the Class Period.
35. The Claim Form must be postmarked or submitted electronically no later than the last day of the Claim Period. Claim Forms postmarked or submitted electronically after the end of the applicable Claim Period shall be denied by the Claims Administrator, and the Claims Administrator shall not make any payment on such claims.
36. Each Class Member is entitled to submit only one (1) Claim Form.

37. The Claims Administration Fees and Expenses shall be paid from the Account. The Claims Administrator shall be responsible for, without limitation: (a) arranging for the dissemination of the Class Notice, where applicable; (b) responding to requests from Class Members; (c) receiving and maintaining Class Member correspondence regarding requests for Opt-Out and objections to the Settlement; (d) forwarding verbal and written inquiries to Class Counsel for a response, if warranted; (e) receiving correspondence from Class Members; (f) responding to requests from Class Counsel; (g) the management of the Settlement Website; (h) establishing a toll-free telephone number that Class Members may call for information; (i) receiving and evaluating Claim Forms from Class Members; (j) making payment of approved Claims to Class Members and (k) otherwise implementing and/or assisting with the Class Notice, the Pre-Approval Orders, the Approval Orders, and/or the Settlement Benefits of the Settlement. The Claims Administrator will provide these services in French and English.
38. The Claims Administrator shall review all submitted Claim Forms within a reasonable time to determine each Class Member's eligibility for relief, and the amount of any such relief. Copies of submitted Claim Forms shall be provided to the Defendants and to Class Counsel upon request. Class Members submitting completed Claim Forms shall be entitled to the relief under the Agreement, unless the Claims Administrator believes, in good faith, that available information shows the person in question does not satisfy eligibility criteria or that material facts identified in the Claim Form is/are fraudulent or materially inaccurate.
39. If a Class Member submits an incomplete Claim or Claim Form, the Claims Administrator shall give the Class Member written notice of the deficiencies and the Class Member shall have fourteen (14) days from the date of the written notice to cure the deficiencies and to provide any missing or incomplete information to the Claims Administrator. If, within the time provided, the Class Member cures these deficiencies and the Claims Administrator determines that the Claim or Claim Form complies with the requirements specified above, the Claims Administrator shall send the Class Member, by mail, the applicable Compensation. If the Claimant does not provide such information within fourteen (14) days, the claim shall be considered rejected. Class Member shall have only one opportunity to cure.
40. Within (30) days after the Claim Period ends, the Claims Administrator shall submit the Claims Administration Interim Accounting Report to Class Counsel, Defence Counsel and the Courts regarding all claims made, the proposed disposition thereof, and the basis for rejection of any claims.
41. If the Claims Administrator determines that a Claim meets the requirements for relief, it shall send the Class Member, by mail, the applicable Compensation. The Claims Administrator shall begin to pay timely, valid, and approved Claims commencing sixty (60) days after the close of the Claim Period so long as this period is after the Effective Date, or sooner upon the Defendants and Class Counsel's joint direction, but not before the issuance of the Courts' Approval Orders.

VI. Dispute Resolution

42. The Claims Administrator shall notify each Claimant whose Claim is rejected. Any Claimant whose claim is rejected may seek reconsideration by contacting the Claims Administrator.
43. If a Class Member disputes the Claims Administrators rejection of a Claim or the amount to be paid pursuant to the Claim, the Class Member may appeal this decision by submitting its Claims Form and an explanation of the Claims Administrators alleged error within thirty (30) days after the Class Member is notified of the Claims Administrators' decision to reject the Claim or the amount to be paid pursuant to the Claim. Any such appeal shall be dealt with first by the Claims Administrator, which will try to settle it. If there is still a dispute, Class Counsel and Defence Counsel shall meet, confer and attempt to reach a resolution and, if unable to resolve the issue, shall submit for decision any issue on which they disagree to the judge of the Ontario Superior Court of Justice or of the Superior Court of Quebec, as the case may be.

VII. Settlement Approval

44. The Parties shall use their best efforts to effectuate the settlement set forth in this Agreement as promptly as reasonably practicable after the date of execution of the Agreement and shall cooperate to promptly seek to obtain the approval of this Agreement by the Courts in both of the Proceedings and to secure the prompt, complete and final dismissal with prejudice of the Ontario Proceeding and the filing of a Declaration of Settlement out of Court in respect of the Quebec Proceeding.

(a) Pre-Approval Orders

45. At a time mutually agreed to by the Parties after the Settlement Agreement is executed, the Plaintiffs shall bring motions before the Courts for an order/judgment approving the Pre-Approval Notice substantially in the form attached hereto as Schedule "C" or such form as shall reasonably be agreed to between Class Counsel and Defence Counsel.

(b) Approval Orders

46. As soon as practicable after the Pre-Approval Orders are granted, the Plaintiffs shall bring motions before the Courts for an order/judgment certifying/authorizing the Actions as class proceedings (for settlement purposes only) and Approving the Agreement substantially in the form attached hereto as Schedule "D" or such form as shall reasonably be agreed to between Class Counsel and Defence Counsel. Subject to judicial approval and only for purposes of the Agreement, the Defendants shall consent to the certification/authorization of the Proceedings.

47. The Approval Orders, once issued, shall bind all Class Members in Canada, except for those Class Members who have opted-out in accordance with the provisions of the present Agreement.

VIII. Class Notice and Notice Plan

48. All Notice Expenses shall be paid from the Settlement Amount. The dissemination of Class Notice by the Claims Administrator shall be paid directly from the Account. For the dissemination of Class Notice by Class Counsel, the Claims Administrator will pay from the Account to Class Counsel the amount of CAD \$55,000, five (5) business days after the Pre-Approval Orders are granted. Class Counsel will account for direct costs associated with the administration of the Notice Plan. Such direct costs will exclude legal fees.

(a) *Pre-Approval Notice*

49. Class Members will be notified of the Agreement by way of a Pre-Approval Notice, which will state, *inter alia*: (i) that the Agreement will be submitted to the Courts for approval, specifying the date and place of such hearings but stating that it may change and will be posted only on the Settlement Website; (ii) the nature of the Agreement and the method of its execution; (iii) the procedure to be followed by the Class Members to file their Claims; (iv) that Class Members have the right to object to the Agreement and present their arguments to the Courts; (v) the procedure to be followed in order to Opt-Out of the Agreement before the Opt-Out Deadline; (vi) directing Class Members to the Settlement Website; and (vii) providing instructions for contacting the Claims Administrator to obtain a paper Claim Form or otherwise. Attached as Schedule “E” is the proposed Pre-Approval Notice.
50. Within thirty (30) days following the Pre-Approval Orders, the Pre-Approval Notice shall be disseminated in English and French [where applicable] in the following manner:
- i) By the Claims Administrator:
 - a. Once in the form of an approximately 1/3 of a page advertisement in the weekly edition of the nationally distributed editions [where applicable] of the news mediums the Globe & Mail, National Post, *La Presse plus*, Montreal Gazette, *Le Soleil*, Toronto Star, Toronto Sun, Vancouver Sun, Edmonton Journal, Calgary Herald, Regina Leader-Post, Winnipeg Free Press, New Brunswick Times & Transcript, Halifax Chronicle-Herald, Charlottetown Guardian, The Newfoundland Telegram, The Ottawa Citizen, Star Phoenix, and Metro News Canada;
 - b. Posting on the Settlement Website.
 - ii) By Class Counsel:

- a. Paid Google keyword, Facebook, and Twitter campaigns;
- b. Posting on Class Counsel's website at www.clg.org, Facebook, and Twitter pages.

51. The Defendants may also choose to issue their own press release, the timing and content of which shall be at their sole discretion and expense.

(b) Approval Notice

52. Class Members will be notified that Agreement has been approved by the Courts by way of an Approval Notice, which will state, *inter alia*: (i) that the Agreement was submitted to the Courts and was approved; (ii) the nature of the Agreement and the method of its execution; (iii) the procedure to be followed by the Class Members to file their Claims; (iv) directing Class Members to the Settlement Website; and (vii) providing instructions for contacting the Claims Administrator to obtain a paper Claim Form or otherwise. Attached as Schedule "F" is the proposed Approval Notice.

53. Within thirty (30) days following the Approval Orders, the Claims Administrator shall cause the Approval Notice to be disseminated in English and French [where applicable] in the following manner:

- a. Once in the form of an approximately 1/4 of a page advertisement in the weekly edition of the nationally distributed editions [where applicable] of the newspaper the Globe & Mail, National Post, *La Presse*, Montreal Gazette, Toronto Star, Toronto Sun, and Metro News Canada;
- b. a Canadian Newswire (CNW) news release;
- c. Posting on the Settlement Website.

IX. Objections and Opt-Outs

(a) Objections

54. Class Members shall have the right to appear and show cause if they have any reason why the terms of this Agreement should not be granted approval. Objections, including all briefs or other papers or evidence in support thereof, should be in writing and postmarked, served, filed and received by the Claims Administrator at least fifteen (15) days prior to the Approval Hearings.

55. Class Members may object either on their own or through a lawyer hired at their own expense. No Settlement Class Member represented by a lawyer shall be deemed to have objected to the Agreement unless the Objection is signed by the Class Member himself or herself.

56. Any objection regarding or related to the Agreement should contain: (i) a caption or title that identifies it as Objection to the Settlement; (ii) information sufficient to

identify and contact the objecting Class Member (or his or her lawyer, if any), such as name, address, email address and telephone number; and (iii) a clear and concise statement of the Class Member's objection, the legal grounds on which the objection is based, and documents sufficient to establish the basis for his or her standing as a Class Member, i.e. proof of purchase or verification under oath as to their purchase of the Covered Products.

57. Any objecting Class Member who wishes to appear before the Court(s) at the Approval Hearing(s), whether in person or through a lawyer, should send a notice of intention to appear in writing and be postmarked, served, filed and be received by the Claims Administrator at least ten (10) days prior to the Approval Hearings. Such notice of intention to appear should include the name, address, and telephone number of the Class Member and any lawyer who will appear on his or her behalf.
58. Within five (5) days after the receipt of any Objection, the Claims Administrator shall provide the Defendants and Class Counsel with a copy of the Objection and any accompanying documentation relating thereto.

(b) Opt-Outs

59. Any person who would otherwise be a Class Member who does not wish to participate in this Settlement must write to the Claims Administrator stating an intention to be "excluded" from this Settlement. Class Members who want to opt out must complete the Opt-Out Form, attached as Schedule "G", and sent it via regular, first class, or registered mail to the Claims Administrator and it must be postmarked no later than the last day of the Opt-Out Deadline. The Opt-Out must be personally signed by the person who wishes to opt out. So-called "mass" or "class" opt-outs shall not be allowed.
60. Class Members who want to opt out and who are also residents of Quebec must do so by giving notice to the Clerk of the Superior Court of Quebec by the Opt-Out Deadline and in the manner prescribed by the *Code of Civil Procedure*, as well as complete the Opt-Out Form and file it with the Claims Administrator by the Opt-Out Deadline.
61. Any Class Member who does not Opt-Out of the Settlement has the right to object to the Settlement. Any Class Member who wishes to object must timely submit an Objection, as provided for in this Agreement. If a person who would otherwise be a Class Member submits both an Objection and an Opt-Out, he or she shall be deemed to have complied with the terms of the Opt-Out procedure, and shall not be bound by the Agreement, if approved by the Courts.
62. Within fifteen (15) days after the expiration of the Opt-Out Deadline, the Defendants and Class Counsel shall be provided with the Claims Administrator's Opt-Out Report advising as to the names of any Opt-Outs, the reasons for their opting out, if known, and a copy of all information provided by that Opt-Out.

63. The Claims Administrator must also cross reference the Class Members who have opted out against the filed claims to ensure that someone who has opted out cannot receive any benefit under the Agreement.
64. Upon the Approval Orders becoming final, any Class Member who has not timely opted out of the Settlement shall be bound by the terms of the Agreement.

X. Class Counsel Fees and Expenses

65. As part of the Settlement Amount, the Defendants agree to pay Class Counsel Fees and Expenses in accordance with the terms and conditions specified below.
66. Within the motion for leave to approve the Agreement, Class Counsel will be asking the Courts to approve their global award of lawyer fees and for reimbursement of their expenditures (“Class Counsel Fees and Expenses”) in the amount of CDN \$525,000 plus applicable taxes. Defence Counsel shall confirm to the Court at the Approval Hearings that they and the Defendants believe the Class Counsel Fees and Expenses to be fair, reasonable and appropriate and that the Defendants have agreed to pay the said amount of Class Counsel Fees and Expenses in this case.
67. The Claims Administrator shall pay the Class Counsel Fees and Expenses from the Account to Class Counsel five (5) business days after the Effective Date.
68. Class Members who have retained, or in the process of making a claim do retain, lawyers to assist them in making their individual claims to this Settlement shall be responsible for the legal fees and expenses of such lawyers.

XI. Award for Representative Plaintiffs

69. As part of the Settlement Amount, the Defendants agree to pay CDN \$5,000 to each of the Representative Plaintiffs (aggregate amount of CDN \$10,000) in consideration for the time and efforts that they have put into the Litigation and its preparation. The Claims Administrator shall pay this award from the Account five (5) business days after the Effective Date and shall send it to Class Counsel who will then remit this award to the Representative Plaintiffs.
70. Each of the Parties and their counsel represent and warrant that they have made no agreement with or promise for Plaintiffs, any Class Representative, or any other Class Member to receive any payments or value in respect of this case or this Settlement, other than to participate as a Class Member in the claims and distribution provisions of this Agreement and to receive, subject to the approval of the Courts, an Honorarium.

XII. Releases

71. Upon the Effective Date, and for the consideration provided in this Settlement Agreement, the Releasers will fully, finally, and forever release, relinquish, acquit,

and discharge the Releasees from and for the Released Claims, and shall not now or hereafter institute, maintain, or assert on their own behalf, on behalf of the Class, or on behalf of any other person or entity, any Released Claim or Released Claims.

72. Without limiting any other provisions herein, each Class Member who did not opt-out, whether or not he or she submits a claim or otherwise receives an award, will be deemed by the Settlement Agreement completely and unconditionally to have released and forever discharged the Releasees from any and all Released Claims, including all claims, actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts, and demands whatsoever, whether known or unknown, that were asserted or could have been asserted in the litigation that is the subject of this Settlement Agreement.
73. The Parties agree that each Class Member who did not opt-out, whether or not he or she submits a claim or otherwise receives an award, will be forever barred and enjoined from continuing, commencing, instituting, or prosecuting any action, litigation, investigation or other proceeding in any court of law or equity, arbitration, tribunal, proceeding, governmental forum, administrative forum, or any other forum, directly, representatively, or derivatively, asserting against any of the Defendants, Releasees, and/or third-party any claims that relate to or constitute any Released Claims covered by the final Settlement Agreement.

XIII. Termination

74. The parties expressly reserve all their respective rights to the extent that the Ontario or Québec Courts do not approve this Settlement Agreement.
75. If the Settlement Agreement is not approved by both Courts in its entirety or if approval of any material portion or provision of the Settlement Agreement is reversed or altered on appeal, the Settlement Agreement shall become null and void and the Parties shall be restored to their respective positions in the Litigation immediately prior to reaching the settlement. In that event, no documents or communications related to the settlement (including the parties' term sheets, minutes of settlement, and this Settlement Agreement) shall have any effect or be admissible in evidence for any purpose in the Litigation or in any other proceeding.
76. In the event this Settlement Agreement does not become final for any reason, then within no later than five (5) business days of the Defendants giving written notice to Class Counsel and the Claims Administrator, the Claims Administrator shall distribute to the Defendants all of the funds in the Account Escrowed, less (i) any fees and costs owed to the Claims Administrator as of the date that the Defendants provide written notice pursuant to this section and (ii) any Claims Administration Fees and Expenses incurred as of the date that the Defendants provide written notice pursuant to this section.

XIV. No Admission of Liability

77. The Parties agree that, whether or not this Settlement Agreement is finally approved or is terminated, 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 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 any of them, or of the truth of any of the claims or allegations made in the Proceedings or in any other pleading filed by the Plaintiffs.
78. The Parties further agree that, whether or not this Settlement Agreement is finally approved or is terminated, neither this Settlement nor any document relating to it shall be offered in evidence in any action or proceeding in any court, agency or tribunal, except to seek court approval of this Settlement Agreement or to give effect to and enforce the provisions of this Settlement Agreement.

XV. Miscellaneous Provisions

79. The Preamble and Recitals set out herein are incorporated with and form part of this Settlement.
80. The Plaintiffs, Class Counsel, the Claims Administrator, or the Defendants may apply to the Courts for directions in respect of the implementation and administration of this Settlement Agreement. All motions contemplated by this Settlement Agreement, including applications to the Courts for directions, shall be on notice to the Parties.
81. 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”, “the Settlement Agreement”, “hereof”, “hereunder”, “herein”, “hereto”, and similar expressions refer to this Settlement Agreement and not to any particular section or portion of this Settlement Agreement.
82. The Ontario Superior Court of Justice and the Superior Court of Québec shall retain exclusive jurisdiction over all matters relating to the implementation and enforcement of this Settlement Agreement as it relates to the Proceedings in their respective Court.
83. This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario with respect to the National Class, and governed, construed, and interpreted in accordance with the laws of Québec with respect to the Québec Class.

84. This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes any and all prior and contemporaneous understandings, undertakings, negotiations, representations, communications, promises, agreements, agreements in principle, and memoranda of understanding in connection herewith. The Parties agree that they have not received or relied on any agreements, representations, or promises other than as contained in this Settlement Agreement. None of the Parties shall be bound by any prior obligations, conditions, or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein. This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto, and any such modification or amendment must be approved by the Courts.
85. Class Counsel will be entitled, at its discretion and at its costs, to post copies of the Proceedings, this Settlement Agreement, its Schedules, Class Notice, the Pre-Approval and Approval Orders on its firm website(s), together with a brief description of the Litigation, as approved by the Defendants.
86. Once the Settlement Agreement is approved by the Courts and the approval orders become Final Orders, this Settlement Agreement shall be binding upon, and inure to the benefit of, the Plaintiffs, Class Members, the Releasers, the Defendants, the Releasees, Class Counsel, and the Claims Administrator.
87. The representations and warranties contained in this Settlement Agreement shall survive its execution and implementation.
88. Except as otherwise provided herein, the Parties shall bear their own respective costs.
89. This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile signature shall be deemed an original signature for purposes of executing this Settlement Agreement. This Settlement Agreement may be delivered and is fully enforceable in either original, faxed, or other electronic form provided that it is duly executed.
90. This Settlement Agreement has been the subject of negotiations and discussions among the Parties, 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 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.
91. 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.

92. Dates referred to in this Settlement Agreement may be altered with the written consent of the Parties and with the approval of the Courts.
93. A French translation of this Settlement Agreement, all Schedules attached hereto, and all Notices pursuant to this Settlement Agreement shall be prepared by Defence Counsel. The English and French versions of this Settlement Agreement shall be equally authoritative.
94. The present Settlement Agreement constitutes a transaction in accordance with Articles 2631 and following of the *Civil Code of Québec*, and the parties are hereby renouncing to any errors of fact, law, and/or calculation.
95. Each Party agrees not to disparage the opposite Parties or their counsel with respect to any of the matters in issue in the Proceedings or the manner in which the Proceedings were conducted or settled. The Parties agree that any public statements that are inconsistent with the terms of this Settlement Agreement could cause irreparable harm, including harm to the business and reputation of the Defendants.
96. The recitals to this Settlement Agreement are true and form part of the Settlement Agreement.
97. The Schedules annexed hereto form part of this Settlement Agreement.
98. Each of the parties hereby affirms and acknowledges that:
 - (a) he, she, or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood the Settlement Agreement;
 - (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her, or the Party's representative by his, her, or its counsel;
 - (c) he, she, or the Party's representative fully understands each term of the Settlement Agreement and its effect; and
 - (d) no Party has relied upon any statement, representation, or inducement (whether material, false, negligently made, or otherwise) of any other Party with respect to the first Party's decision to execute this Settlement Agreement.
99. 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.

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

For Plaintiffs and Class Counsel:

Jeff Orenstein
 Consumer Law Group P.C.
 251 Laurier Ave. West, Suite 900
 Ottawa, Ontario K1P 5J6
 Tel: (613) 627-4894 Ext. 2
 Fax: (613) 627-4893
 Email: jorenstein@clg.org

Andrea Grass
 Consumer Law Group Inc.
 1030 rue Berri, Suite 102
 Montréal, Québec H2L 4C3
 Tel: (514) 266-7863 Ext. 3
 Fax: (514) 868-9696
 Email: agrass@clg.org

For Defendants and Defence Counsel:

Cheryl Woodin
 Borden Ladner Gervais LLP
 Scotia Plaza
 40 King Street West, 44th Floor
 Toronto, Ontario M5H 3Y4
 Tel: (416) 367-6270
 Fax: (416) 361-7336
 Email: cwoodin@blg.com

Robert Charbonneau
 Borden Ladner Gervais LLP
 1000 rue De La Gauchetière West,
 Suite 900
 Montréal, Québec H3B 5H4
 Tel: (514) 954-2518
 Fax: (514) 954-1905
 Email: rcharbonneau@blg.com

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

**CONSUMER LAW GROUP INC.
 CONSUMER LAW GROUP P.C.**

Per:



Jeff Orenstein, Class Counsel

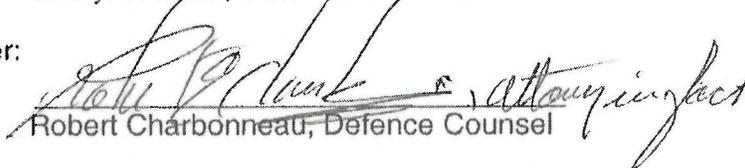
BORDEN LADNER GERVAIS LLP

Per:



Cheryl Woodin, Defence Counsel

Per:



Robert Charbonneau, Defence Counsel

Schedule "A"
New Packaging

Security
Sécurité

SILVERSTAR® ULTRA

9006

BRIGHTEST DOWNROAD + WHITER LIGHT*

**MEILLEURE
LUMIÈRE
SUR LA
ROUTE
+ LUMIÈRE
PLUS
BLANCHE***



2 HALOGEN
HALOGENE
LAMPS | LAMPES
12.8V,55W



COLOR | COULEUR



MOST DOWNROAD*
PLUS DE LUMIÈRE
SUR LA ROUTE*



MORE CLARITY*
PLUS DE CLARTÉ*



FOR **ULTRA**
NIGHT VISION
POUR UNE
VISION
NOCTURNE
ULTRA

*Compared only to
SYLVANIA BASIC

*Comparé seulement
BASIQUE de SYLVANIA

SYLVANIA

SYLVANIA

9006

SILVERSTAR[®] ULTRA

Legal for on-road use
Utilisation légale sur la route



DOWNROAD[®] SUR LA ROUTE[®] CLARITY[®] CLARTE[®]

	BASIC BASIQUE		DOWNROAD [®] SUR LA ROUTE [®]	CLARITY [®] CLARTE [®]
	XTRAVISION	BRIGHTER DOWNROAD [®] MEILLEURE LUMIERE SUR LA ROUTE [®]	MORE/PLUS	
	SILVERSTAR	BRIGHTER DOWNROAD + WHITER LIGHT [®] MEILLEURE LUMIERE SUR LA ROUTE + LUMIERE PLUS BLANCHE [®]	MORE/PLUS	MORE/PLUS
✓	SILVERSTAR ULTRA	BRIGHTEST DOWNROAD + WHITER LIGHT [®] MEILLEURE LUMIERE SUR LA ROUTE + LUMIERE PLUS BLANCHE [®]	✓ MOST/PLUS	✓ MORE/PLUS

Brightness: Brighter bulbs are designed for better downroad performance compared to SYLVANIA BASIC.

Clarity: SYLVANIA defines clarity as the combination of downroad, sideroad and white light. Increased clarity is achieved from brighter downroad, greater sideroad and whiter light and can improve contrast and object visibility such as street signs and road hazards.

*Based on performance testing compared only against SYLVANIA Basic. *Basé sur des tests de performance comparé seulement contre BASIQUE de SYLVANIA.

9006 SilverStar[®] ULTRA rated life hours: 300

SYLVANIA SilverStar[®] ULTRA bulbs are engineered to provide better downroad performance and clarity, which results in product life that is less than SYLVANIA BASIC bulbs. An average driver will use their low beam headlights 100 hours per year. SYLVANIA guarantees your complete satisfaction for up to 12 months from date of purchase. If you are not completely satisfied, return this product to the place of purchase or contact SYLVANIA at 1-800-729-3777. Proof of purchase required. For more information about rated life and satisfaction, go to www.sylvania.com/autoinfo.

Luminosité : Des phares plus lumineux conçus pour une meilleure performance sur la route en comparaison avec le modèle BASIQUE de SYLVANIA.
Clarté : Pour SYLVANIA la clarté signifie une combinaison de lumière sur la route, de lumière latérale et de lumière blanche. La clarté augmentée est obtenue grâce à une meilleure lumière sur la route, à une meilleure lumière latérale et à une lumière plus blanche et peut améliorer le contraste et la visibilité d'objets comme les panneaux de circulation et les risques routiers.

Durée de vie en heures du modèle SilverStar[®] ULTRA 9006: 300

Les phares SilverStar[®] ULTRA de SYLVANIA sont conçus pour procurer une meilleure performance sur la route et une meilleure clarté, ce qui résulte en une durée de vie plus courte que celle des phares BASIQUE de SYLVANIA. Un conducteur moyen utilisera ses phares pendant 100 heures par année. SYLVANIA vous garantit une entière satisfaction pendant les 12 mois suivant la date d'achat. Si vous n'êtes pas entièrement satisfaits veuillez retourner le produit chez le détaillant ou contacter SYLVANIA au 1-800-729-3777. Une preuve d'achat sera requise. Pour plus d'information sur la durée de vie attendue est satisfaction, visiter le www.sylvania.com/autoinfo.

9006SU.BP2



Made in USA
Fabriqué aux États-Unis
See vehicle owner's manual for installation and safety instructions.
Pour les directives d'installation et de sécurité, veuillez consulter le manuel du véhicule du propriétaire.

OSRAM
OSRAM SYLVANIA Inc.
Hillsboro, NH 03244
www.sylvania.com/auto

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Imported by/Importé par:
OSRAM SYLVANIA LTD./LTD.
Mississauga, Ontario L5S 1S4

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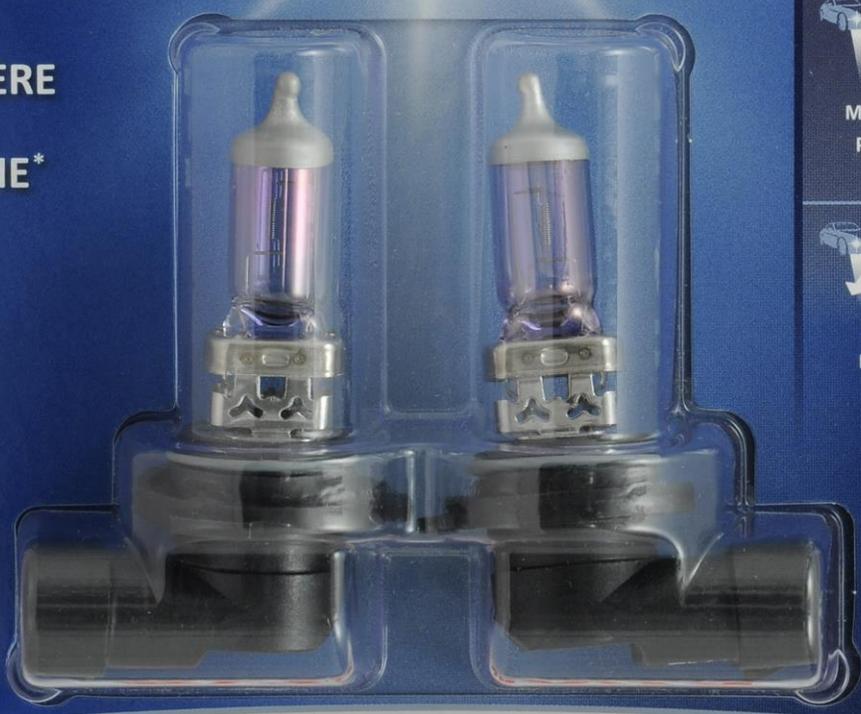


SILVERSTAR®

9006

BRIGHTER DOWNROAD + WHITER LIGHT*

MEILLEURE
LUMIÈRE
SUR LA
ROUTE
+ LUMIÈRE
PLUS
BLANCHE*



2 HALOGEN
HALOGENE
LAMPS | LAMPES
12.8V,55W



*Compared to only SYLVANIA BASIC
*Comparé seulement BASIQUE de SYLVANIA

SYLVANIA

SYLVANIA**9006
SILVERSTAR®**Legal for on-road use
Utilisation légale sur la route**Brightness:** Brighter bulbs are designed for better downroad performance compared to SYLVANIA BASIC.**Clarity:** SYLVANIA defines clarity as the combination of downroad, sideroad and white light. Increased clarity is achieved from brighter downroad, greater sideroad and whiter light and can improve contrast and object visibility such as street signs and road hazards.

		DOWNROAD* SUR LA ROUTE*	CLARITY* CLARTE*
	BASIC BASIQUE		
	XTRAVISION®	BRIGHTER DOWNROAD* MEILLEURE LUMIERE SUR LA ROUTE*	MORE/PLUS
✓	SILVERSTAR®	BRIGHTER DOWNROAD + WHITER LIGHT* MEILLEURE LUMIERE SUR LA ROUTE + LUMIERE PLUS BLANCHE*	✓ MORE/PLUS ✓ MORE/PLUS
	SILVERSTAR ULTRA	BRIGHTEST DOWNROAD + WHITER LIGHT* MEILLEURE LUMIERE SUR LA ROUTE + LUMIERE PLUS BLANCHE*	MOST/PLUS MORE/PLUS

*Based on performance testing compared only against SYLVANIA Basic *Basé sur des tests de performance comparé seulement contre BASIQUE de SYLVANIA.

9006 SilverStar® rated life hours: 200

SYLVANIA SilverStar® bulbs are engineered to provide better downroad performance and clarity, which results in product life that is less than Basic bulbs. An average driver will use their low beam headlights 100 hours per year. **SYLVANIA guarantees your complete satisfaction for up to 12 months from date of purchase. If you are not completely satisfied, return this product to the place of purchase or contact SYLVANIA at 1-800-729-3777. Proof of purchase required. For more information about rated life and satisfaction, go to www.sylvania.com/autoinfo.**

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Durée de vie en heures du modèle SilverStar® 9006: 200

Les phares SilverStar® de SYLVANIA sont conçus pour procurer une meilleure performance sur la route et une meilleure clarté, ce qui résulte en une durée de vie plus courte que celle des phares Basic. Un conducteur moyen utilisera ses phares pendant 100 heures par année. **SYLVANIA vous garantit une entière satisfaction pendant les 12 mois suivant la date d'achat. Si vous n'êtes pas entièrement satisfaits veuillez retourner le produit chez le détaillant ou contacter SYLVANIA au 1-800-729-3777. Une preuve d'achat sera requise. Pour plus d'information sur la durée de vie attendue est satisfaction, visiter le www.sylvania.com/autoinfo.**

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Fabriqué aux États-Unis.
See vehicle owner's manual for installation and safety instructions.
Pour les directives d'installation et de sécurité, veuillez consulter le manuel du véhicule du propriétaire.

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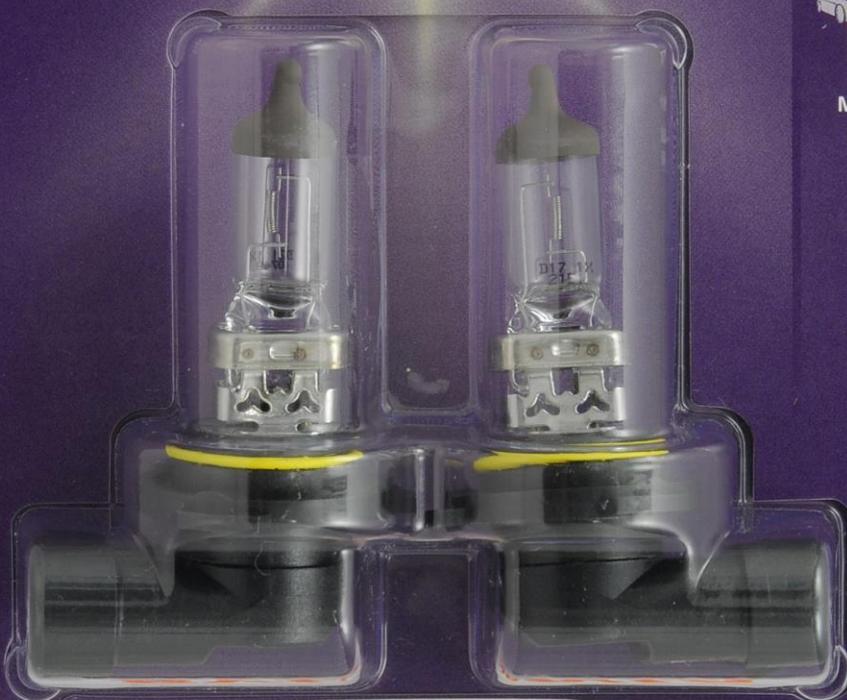
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XTRAVISION®

9006

BRIGHTER DOWNROAD*

MEILLEURE LUMIÈRE SUR LA ROUTE*



2 HALOGEN
HALOGÈNE
LAMPS | LAMPES
12.8V,55W



COLOR | COULEUR



MORE DOWNROAD*
PLUS DE LUMIÈRE
SUR LA ROUTE*

*Compared only to
SYLVANIA BASIC

*Comparé seulement
BASIQUE de
SYLVANIA

SYLVANIA

SYLVANIA

9006

XTRAVISION®

Legal for on-road use
Utilisation légale sur la route



	BASIC BASIQUE		DOWNROAD* SUR LA ROUTE*	CLARITY* CLARTÉ*
✓	XTRAVISION®	BRIGHTER DOWNROAD* MEILLEURE LUMIÈRE SUR LA ROUTE*	✓ MORE/PUS	
	SILVERSTAR®	BRIGHTER DOWNROAD + WHITER LIGHT* MEILLEURE LUMIÈRE SUR LA ROUTE + LUMIÈRE PLUS BLANCHE*	MORE/PUS	MORE/PUS
	SILVERSTAR® ULTRA	BRIGHTEST DOWNROAD + WHITER LIGHT* MEILLEURE LUMIÈRE SUR LA ROUTE + LUMIÈRE PLUS BLANCHE*	MOST/PUS	MORE/PUS

Brightness: Brighter bulbs are designed for better downroad performance compared to SYLVANIA Basic.

Clarity: SYLVANIA defines clarity as the combination of downroad, sideroad and white light. Increased clarity is achieved from brighter downroad, greater sideroad and whiter light and can improve contrast and object visibility such as street signs and road hazards.

*Based on performance testing compared only to SYLVANIA Basic. *Basé sur des tests de performance comparé seulement BASIQUE de SYLVANIA.

9006 XTRAVISION® rated life hours: 850

SYLVANIA XTRAVISION® bulbs are engineered to provide better downroad performance, which results in product life that is less than Basic bulbs. An average driver will use their low beam headlights 100 hours per year. SYLVANIA guarantees your complete satisfaction for up to 12 months from date of purchase. If you are not completely satisfied, return this product to the place of purchase or contact SYLVANIA at 1-800-729-3777. Proof of purchase required. For more information about rated life and satisfaction, go to www.sylvania.com/autoinfo.

Luminosité : Des phares plus lumineux conçus pour une meilleure performance sur la route en comparaison avec le modèle BASIQUE de SYLVANIA. **Clarté :** Pour SYLVANIA la clarté signifie une combinaison de lumière sur la route, de lumière latérale et de lumière blanche. La clarté augmentée est obtenue grâce à une meilleure lumière sur la route, à une meilleure lumière latérale et à une lumière plus blanche et peut améliorer le contraste et la visibilité d'objets comme les panneaux de circulation et les risques routiers.

Durée de vie en heures du modèle XTRAVISION® 9006: 850

Les phares XTRAVISION® de SYLVANIA ont été conçus pour procurer une meilleure performance sur la route, ce qui résulte en une durée de vie plus courte que celle des phares Basic. Un conducteur moyen utilisera ses phares pendant 100 heures par année. SYLVANIA vous garantit une entière satisfaction pendant les 12 mois suivant la date d'achat. Si vous n'êtes pas entièrement satisfaits veuillez retourner le produit chez le détaillant ou contacter SYLVANIA au 1-800-729-3777. Une preuve d'achat sera requise. Pour plus d'information sur la durée de vie attendue est satisfaction, visiter le www.sylvania.com/autoinfo.

9006XV.BP2



Made in USA
Fabriqué aux États-Unis
See vehicle owner's manual for installation and safety instructions.
Pour les directives d'installation et de sécurité, veuillez consulter le manuel du véhicule du propriétaire.

OSRAM
OSRAM SYLVANIA Inc.
Hillsboro, NH 03244
www.sylvania.com/auto
SYLVANIA and XTRAVISION are registered trademarks of OSRAM SYLVANIA Inc.

SYLVANIA et XTRAVISION sont des marques déposées d'OSRAM SYLVANIA Inc.
Imported by/Importé par:
OSRAM SYLVANIA LTD/LTEE
Mississauga, Ontario L5S 1S4

019011258

BASIC | BASIQUE

9006



COLOR | COULEUR



2 HALOGEN
HALOGENE
LAMPS | LAMPES
12.8V, 55W

SYLVANIA

SYLVANIA

9006

BASIC | BASIQUE

Legal for on-road use
Utilisation légale sur la route



✓ BASIC BASIQUE		DOWNROAD* SUR LA ROUTE*	CLARITY* CLARTÉ*
XTRAVISION®	BRIGHTER DOWNROAD* MEILLEURE LUMIERE SUR LA ROUTE*	MORE/PLUS	
SILVERSTAR®	BRIGHTER DOWNROAD + WHITER LIGHT* MEILLEURE LUMIERE SUR LA ROUTE + LUMIERE PLUS BLANCHE*	MORE/PLUS	MORE/PLUS
SILVERSTAR® ULTRA	BRIGHTEST DOWNROAD + WHITER LIGHT* MEILLEURE LUMIERE SUR LA ROUTE + LUMIERE PLUS BLANCHE*	MOST/PLUS	MORE/PLUS

Brightness: Brighter bulbs are designed for better downroad performance compared to SYLVANIA BASIC.

Clarity: SYLVANIA defines clarity as the combination of downroad, sideroad and white light. Increased clarity is achieved from brighter downroad, greater sideroad and whiter light and can improve contrast and object visibility such as street signs and road hazards.

*Based on performance testing compared only to SYLVANIA Basic. *Basé sur des tests de performance comparé seulement BASIQUE de SYLVANIA.

9006 BASIC rated life hours: 1000

SYLVANIA Basic bulbs are engineered to provide basic downroad performance. An average driver will use their headlights 100 hours per year. For more information about rated life, go to www.sylvania.com/autoinfo.

Luminosité : Des phares plus lumineux conçus pour une meilleure performance sur la route en comparaison avec le modèle BASIQUE de SYLVANIA.
Clarté : Pour SYLVANIA la clarté signifie une combinaison de lumière sur la route, de lumière latérale et de lumière blanche. La clarté augmentée est obtenue grâce à une meilleure lumière sur la route, à une meilleure lumière latérale et à une lumière plus blanche et peut améliorer le contraste et la visibilité d'objets comme les panneaux de circulation et les risques routiers.

Durée de vie en heures du modèle BASIQUE 9006: 1000

Les phares BASIQUE de SYLVANIA ont été conçus pour procurer la performance de base sur la route. Un conducteur moyen utilisera ses phares pendant 100 heures par année. Pour plus d'information sur la durée de vie attendue, visiter le www.sylvania.com/autoinfo.

9006.BP2



Made in USA
Fabriqué aux États-Unis

See vehicle owner's manual for installation and safety instructions.

Pour les directives d'installation et de sécurité, veuillez consulter le manuel du véhicule du propriétaire.

OSRAM

OSRAM SYLVANIA Inc.
Hillsboro, NH 03244
www.sylvania.com/auto

SYLVANIA is a registered trademark of OSRAM SYLVANIA Inc. SYLVANIA est une marque déposée d' OSRAM SYLVANIA Inc.

Imported by/Importé par:
OSRAM SYLVANIA LTD/LTEE
Mississauga, Ontario L5S 1S4

019017053

Signature: _____ Date: _____

D. Explanations

No proof of purchase is necessary to submit a claim.

Payment amounts to eligible Class Members will vary depending upon the number and amounts claimed by all Class Members and other adjustments and deductions as specified in the Settlement Agreement. The amount could be between CDN \$12 up to a maximum of CDN \$24, less the withholding owing to the *Fonds d'aide aux recours collectifs* (for Quebec residents only and if applicable). If the total amount of all claims submitted by all Class Members exceeds the total available relief, each eligible Class Member's award shall be reduced on a *pro rata* basis.

Be advised that cheques will only begin to be mailed to eligible Class Members for Compensation hereunder no earlier than [DATE].

Should you move in the time between when you submit this Claim form and when payment is made, it is your responsibility to inform the Claims Administrator of your change of address.

**Claim Forms must be postmarked no later than Month 00, 2016.
Questions? Visit www.AutolightClaims.ca or call, toll-free, [1-800-xxx-xxxx].**

Schedule "C"
Pre-Approval Orders

Court File No. 14-62041CP

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE)
) THE
JUSTICE M.Z. CHARBONNEAU)
) DAY OF, 2016

B E T W E E N:

(Court Seal)

CHARLES COLLINS

Plaintiff

- and -

OSRAM SYLVANIA, INC., OSRAM SYLVANIA PRODUCTS, INC. and OSRAM SYLVANIA, LTD

Defendants

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

ORDER

THIS MOTION made by the Plaintiff for an Order approving the form and content of the Notice of Certification and Settlement Approval Hearing ("Pre-Approval Notice"), for approval of the method of dissemination of the Pre-Approval Notice (the "Notice Plan"), to approve the form and content of the Claim Form, and to approve the form and content of the Opt-Out Form was heard this day at the Courthouse, 161 Elgin Street, Ottawa, Ontario K2P 2K1.

UPON READING all the materials filed, including the Canadian Class Action Settlement Agreement dated December 1, 2015 (the "Settlement Agreement"), and upon hearing submissions of counsel for all the Parties:

1. **THIS COURT ORDERS** that, except as otherwise specified in, or as modified by this Order, capitalized terms used herein shall have the meaning ascribed in the Settlement Agreement.

2. **THIS COURT ORDERS** that the Plaintiff is granted leave to bring an application to certify this action as a class action for settlement purposes only, pursuant to section 2(3)(b) of The Class Proceedings Act, 1992, S.O. 1992, c. 6.

3. **THIS COURT ORDERS** that the Certification and Settlement Approval Hearing in Ontario is to be held on DATE, 2016, beginning at TIME, at the Courthouse, 161 Elgin Street, Ottawa, Ontario K2P 2K1, at which time this Court will be asked to decide:

- a) whether to certify the within Action as a Class Proceeding for settlement purposes only;
- b) whether to approve the Settlement Agreement as fair, reasonable and in the best interest of the National Class Members;
- c) whether Class Counsel's application for fees, disbursements and applicable taxes should be granted;
- d) whether to grant an honorarium award to the Class Representative; and
- e) any other matters as the Court may deem appropriate.

4. **THIS COURT ORDERS** that the form of the Pre-Approval Notice, substantially in the form as set forth in Schedule "E" to the Settlement Agreement, is hereby approved.

5. **THIS COURT ORDERS** that the Pre-Approval Notice shall be published and disseminated substantially in accordance with the Notice Plan as set forth in Settlement Agreement.
6. **THIS COURT ORDERS** that the form and manner of notice as approved in paragraphs 4 and 5 herein represents fair and reasonable notice to all persons entitled to notice of the Certification and Settlement Approval Hearing.
7. **THIS COURT ORDERS** that, in accordance with the terms of the Settlement Agreement, the Claims Administrator shall pay the costs associated with the Pre-Approval Notice approved herein from the Account.
8. **THIS COURT ORDERS** that the date and time of the Certification and Settlement Approval Hearing in Ontario shall be set forth in the Pre-Approval Notice, but may be subject to adjournment by the Court without further publication notice to the National Class Members other than such notice which will be posted on the Settlement Website.
9. **THIS COURT ORDERS** that The Bruno Group shall be provisionally appointed as Claims Administrator for the purposes of coordination of the Notice Plan, administration of objections, opt-out forms and related tasks, including establishing the Settlement Website for purposes of posting the Pre-Approval Notice, Settlement Agreement and all related documents.
10. **THIS COURT ORDERS** that the Claim Form substantially in the form as set forth in Schedule "B" to the Settlement Agreement, is hereby approved.

11. **THIS COURT ORDERS** that the Opt-Out Form substantially in the form as set forth in Schedule "G" to the Settlement Agreement, is hereby approved.

12. **THIS COURT ORDERS** that persons who would otherwise be National Class Members may exclude themselves from this proceeding by sending a fully completed Opt-Out Form signed by such person to the Claims Administrator, no later than forty-five (45) days following the dissemination of the Pre-Approval Notice.

13. **THIS COURT ORDERS** that any person, entity or organisation who validly opts-out of this proceeding shall not be bound by the Settlement Agreement, shall have no rights with respect to the Settlement Agreement and shall receive no payments as provided in the Settlement Agreement.

14. **THIS COURT ORDERS** that a copy of this Order shall be posted on the Settlement Website.

SUPERIOR COURT

(Class Action)

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

No: 500-06-000710-141

DATE: Month 00, 2016

PRESIDING: THE HONOURABLE CHRISTIAN J. BROSSARD, J.S.C.

RINO PETRELLA
Petitioner

v.

OSRAM SYLVANIA, INC.
and
OSRAM SYLVANIA PRODUCTS, INC.
and
OSRAM SYLVANIA, LTD.
Respondents

JUDGMENT

- [1] CONSIDERING Petitioner's motion to authorize the bringing of a class action and to ascribe the status of representative;
- [2] CONSIDERING Petitioner's motion to approve the form and content of the Notice of the Authorization and Settlement Approval Hearing in Quebec (the "Pre-Approval Notice"), for approval of the method of dissemination of the Pre-Approval Notice (the "Notice Plan"), to approve the form and content of the Claim Form, and to approve the form and content of the Opt-Out Form;

- [3] CONSIDERING the material filed in the Court record, including the Canadian Class Action Settlement Agreement dated December 1, 2015, and upon hearing submissions of counsel for the Petitioner and the Respondents;
- [4] CONSIDERING articles 581 and 590 C.C.P.;
- [5] CONSIDERING that the Respondents consent to this Judgment;
- [6] FOR THESE REASONS, THE COURT:
- [7] GRANTS the Motion;
- [8] ORDERS that, except as otherwise specified in, or as modified by this Judgment, capitalized terms used herein shall have the meaning ascribed in the Settlement Agreement;
- [9] ORDERS that the Authorization and Settlement Approval Hearing in Quebec, is to be held on Month 00, 2016 at • at the Montreal Courthouse, 1, Notre-Dame Street East (the "Quebec Authorization and Settlement Approval Hearing"), at which time this Court will be asked to decide:
- a) whether to authorize, for settlement purposes only, the bringing of the class action and to appoint the Petitioner, Rino Petrella, as representative of the members of the Class;
 - b) whether to approve the Settlement Agreement as fair, reasonable and in the best interest of the Quebec Class Members;
 - c) whether Class Counsel's application for fees, disbursements and applicable taxes should be granted;
 - d) whether to grant an honorarium award to the Class Representative; and
 - e) any other matters as the Court may deem appropriate;
- [10] APPROVES the form and content of the Pre-Approval Notice, substantially in the form as set forth in Schedule "E" to the Settlement Agreement;
- [11] ORDERS that the Pre-Approval Notice shall be published and disseminated substantially in accordance with the Notice Plan as set forth in the Settlement Agreement;
- [12] DECLARES that the form and manner of notice as approved in paragraphs 10 and 11 herein represents fair and reasonable notice to all persons entitled to notice of the Quebec Authorization and Settlement Approval Hearing;

- [13] ORDERS that, in accordance with the terms of the Settlement Agreement, the Claims Administrator shall pay the costs associated with the Pre-Approval Notice approved herein from the Account;
- [14] ORDERS that the date and time of the Quebec Authorization and Settlement Approval Hearing in Quebec shall be set forth in the Pre-Approval Notice, but may be subject to adjournment by the Court without further publication notice to the Quebec Class Members other than such notice which will be posted on the Settlement Website;
- [15] ORDERS that The Bruno Group shall be provisionally appointed as Claims Administrator for the purposes of coordination of the Notice Plan, administration of objections, opt-out forms and related tasks, including establishing the Settlement Website for purposes of posting the Pre-Approval Notice, Settlement Agreement and all related documents;
- [16] APPROVES the form and content of the Claim Form, substantially in the form as set forth in Schedule "B" to the Settlement Agreement;
- [17] APPROVES the form and content of the Opt-Out Form, substantially in the form as set forth in Schedule "G" to the Settlement Agreement;
- [18] ORDERS that persons who would otherwise be Quebec Class Members may exclude themselves from this proceeding by sending a fully completed Opt-Out Form signed by such person to the Claims Administrator, no later than forty-five (45) days following the dissemination of the Pre-Approval Notice.
- [19] ORDERS that any person, entity or organisation who validly opts-out of this proceeding shall not be bound by the Settlement Agreement, shall have no rights with respect to the Settlement Agreement and shall receive no payments as provided in the Settlement Agreement;
- [20] ORDERS that a copy of this Judgment shall be posted on the Settlement Website;
- [21] THE WHOLE without costs.

CHRISTIAN J. BROSSARD, J.S.C.

Me Jeff Orenstein
Me Andrea Grass
CONSUMER LAW GROUP INC.
Lawyers for the Petitioner

Me Robert Charbonneau
BORDEN LADNER GERVAIS LLP
Lawyers for the Respondents

Hearing date: Month 00, 2016

Schedule "D"
Approval Orders

Court File No. 14-62041CP

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE)
JUSTICE M.Z. CHARBONNEAU) THE
) DAY OF, 2016

B E T W E E N:

(Court Seal)

CHARLES COLLINS

Plaintiff

- and -

OSRAM SYLVANIA, INC., OSRAM SYLVANIA PRODUCTS, INC. and OSRAM SYLVANIA, LTD

Defendants

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

ORDER

THIS MOTION made by the Plaintiff for an Order certifying the within Action as a class proceeding as against the Defendants for settlement purposes only, subject to the terms of a settlement entered into between the Plaintiff and the Defendants as reflected in the Canadian Class Action Settlement Agreement dated December 1, 2015, a copy of which is attached to this Order as Schedule "A" (the "Settlement Agreement"), and for an

Order approving the Settlement Agreement, was heard this day at the Courthouse, 161 Elgin Street, Ottawa, Ontario K2P 2K1.

UPON BEING ADVISED that the Plaintiff and the Defendants, by their counsel, have entered into the Settlement Agreement.

UPON READING all the materials filed, including the Settlement Agreement, the affidavits of (NAMES), and upon hearing submissions of counsel for all the Parties:

1. **THIS COURT ORDERS** that that, except as otherwise specified in, or as modified by, this Order, capitalized terms used herein shall have the meaning ascribed in the Settlement Agreement.

2. **THIS COURT ORDERS** that the within Action is hereby certified as a class proceeding for settlement purposes only, subject to the terms of the Settlement Agreement and the conditions set out therein, pursuant to section 5 of the *Class Proceedings Act, 1992*, S.O. 1992 c. 6, on behalf of the following class:

“All residents in Canada, excluding Québec, who purchased: (i) SilverStar ULTRA, SilverStar, XtraVision, or Cool Blue replacement headlamp capsules (ii) SilverStar, XtraVision, or Cool Blue sealed beam headlamps or (iii) SilverStar fog or auxiliary lights during the Class Period, except those who timely and validly exclude themselves from the Class.”

3. **THIS COURT ORDERS** that the Charles Collins be appointed as the Representative Plaintiff for the National Class Members and that Consumer Law Group P.C. be appointed as solicitors for the Class ("Class Counsel").

4. **THIS COURT ORDERS** that the Settlement Agreement, with its attached Schedules:

- a) is fair, reasonable and in the best interest of the National Class;
- d) is hereby approved pursuant to section 29 of the *Class Proceedings Act, 1992*, S.O. 1992 c. 6; and
- c) shall be implemented in accordance with all of its terms.

5. THIS COURT ORDERS that the that the Settlement Relief set forth in the Settlement Agreement shall be provided in full satisfaction of the obligations of the Defendants under the Settlement Agreement.

6. THIS COURT ORDERS that The Bruno Group be and they are hereby appointed as Claims Administrator for the Settlement.

7. THIS COURT ORDERS that the form of the Approval Notice, substantially in the form as set forth in Schedule "F" to the Settlement Agreement, is hereby approved.

8. THIS COURT ORDERS that the Approval Notice shall be published and disseminated substantially in accordance with the Notice Plan as set forth in Settlement Agreement.

9. THIS COURT ORDERS that the form and manner of notice as approved in paragraphs 7 and 8 herein represents fair and reasonable notice to all persons entitled to notice, and satisfies the requirements of notice under sections 17 and 19 of the *Class Proceedings Act, 1992*.

10. THIS COURT ORDERS that, in accordance with the terms of the Settlement Agreement, the Claims Administrator shall pay the costs associated with the Approval Notice approved herein from the Account.

11. **THIS COURT ORDERS** that all National Class Members shall be deemed to have elected to participate in the Settlement and shall be bound by the Settlement Agreement and this Order.

12. **THIS COURT ORDERS** that save as aforesaid, this action is dismissed without costs as against the Defendants.

13. **THIS COURT ORDERS** that Class Counsel's Fees and Expenses are approved in the amount of \$525,000 plus applicable taxes.

14. **THIS COURT ORDERS** that the Plaintiff shall be paid an Honorarium of \$5,000 from the Account in recognition of his efforts in prosecuting the Action through settlement.

SUPERIOR COURT

(Class Action)

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

No: 500-06-000710-141

DATE: Month 00, 2016

PRESIDING: THE HONOURABLE CHRISTIAN J. BROSSARD, J.S.C.

RINO PETRELLA

Petitioner

v.

OSRAM SYLVANIA, INC.

and

OSRAM SYLVANIA PRODUCTS, INC.

and

OSRAM SYLVANIA, LTD.

Respondents

JUDGMENT

- [1] CONSIDERING Petitioner's motion to authorize the bringing of a class action and to ascribe the status of representative to Rino Petrella and Petitioner's motion to approve the settlement agreement;
- [2] CONSIDERING the Settlement entered into between the Petitioner and the Respondents as reflected in the Canadian Class Action Settlement Agreement dated December 1, 2015 (the "Settlement Agreement");
- [3] CONSIDERING the material filed in the Court record and the submissions of counsel for the Petitioner and counsel for the Respondents;
- [4] CONSIDERING articles 574, 575, 579, 581 and 590 C.C.P.;

- [5] CONSIDERING that this Court is of the opinion that, for settlement purposes only, Petitioner's motion to authorize the bringing of a class action and to ascribe the status of representative complies with articles 574 and 575 C.C.P.;
- [6] CONSIDERING that this Court is of the opinion that the Settlement Agreement reached between the parties on December 1, 2015 is fair, reasonable and in the best interest of Class Members and complies with article 590 C.C.P.;
- [7] FOR THESE REASONS, THE COURT:
- [8] ORDERS that, except as otherwise specified in, or as modified, by this Judgment, capitalized terms used herein shall have the meaning ascribed in the Settlement Agreement;
- [9] GRANTS Petitioner's motion to authorize the bringing of a class action and to ascribe the status of representative;
- [10] AUTHORIZES the institution of the class action for settlement purposes, subject to the terms of the Settlement Agreement, on behalf of the following Class:
- "All residents in Québec who purchased: (i) SilverStar ULTRA, SilverStar, XtraVision, or Cool Blue replacement headlamp capsules (ii) SilverStar, XtraVision, or Cool Blue sealed beam headlamps or (iii) SilverStar fog or auxiliary lights during the Class Period, except those who timely and validly exclude themselves from the Class."
- [11] ASCRIBES the Petitioner Rino Petrella as the Representative Plaintiff of the persons included in the Quebec Class for settlement purposes and that Consumer Law Group Inc. be appointed as solicitor for the Class ("Class Counsel");
- [12] GRANTS Petitioner's motion to approve the Settlement Agreement;
- [13] ORDERS that the Settlement Agreement, with its attached Exhibits:
- a) is fair, reasonable and in the best interests of the Québec Class
 - b) is hereby approved pursuant to article 590 C.C.P., and
 - c) shall be implemented in accordance with all of its terms;
- [14] ORDERS that the Settlement Relief set forth in the Settlement Agreement shall be provided in full satisfaction of the obligations of the Respondents under the Settlement Agreement;

- [15] ORDERS that the Settlement Agreement constitutes a transaction in conformity with article 2631 of the *Civil Code of Québec* which is binding upon all parties and all Class Members as set forth herein below;
- [16] ORDERS that The Bruneau Group is hereby appointed as Claims Administrator for the Settlement;
- [17] ORDERS that the form of the Approval Notice, substantially in the form as set forth in Schedule "F" to the Settlement Agreement, is hereby approved;
- [18] ORDERS that the Approval Notice shall be published and disseminated substantially in accordance with the Notice Plan as set forth in the Settlement Agreement;
- [19] ORDERS that the form and manner of notice as set out in the Approval Notice and the Notice Plan as approved herein represents fair and reasonable notice to all persons entitled to notice, and satisfies the requirements of notice under articles 579, 581 and 590 C.C.P.;
- [20] ORDERS that, in accordance with the terms of the Settlement Agreement, the Claims Administrator shall pay the costs associated with the Approval Notice approved herein from the Account;
- [21] ORDERS that all Quebec Class Members shall be deemed to have elected to participate in the Settlement and shall be bound by the Settlement Agreement and this Judgment.
- [22] ORDERS that Class Counsel's Fees and Expenses are approved in the amount of \$525,000 plus applicable taxes;
- [23] ORDERS that the Plaintiff shall be paid an Honorarium of \$5,000 from the Account in recognition of his efforts in prosecuting the Action through settlement;
- [24] THE WHOLE without costs.

CHRISTIAN J. BROSSARD, J.S.C.

Me Jeff Orenstein and Me Andrea Grass
CONSUMER LAW GROUP INC.
Attorneys for the Petitioner

Me Robert Charbonneau
BORDEN LADNER GERVAIS LLP
Attorneys for the Respondents

Hearing date: Month 00, 2016

Schedule “E”
Pre-Approval Notice

If You Bought Sylvania Automotive Lighting You Could Get Money from a Class Action Settlement

Detailed information and updates are available on the Settlement Website: www.AutolightClaims.ca

A proposed Canada-wide Settlement has been reached in class actions relating to the marketing and sales of Osram Sylvania Premium Automotive Lighting. If approved, this Settlement will provide benefits to purchasers of the following “Covered Products”:

- SilverStar ULTRA, SilverStar, XtraVision, or Cool Blue replacement headlight capsules;
- SilverStar, XtraVision, or Cool Blue sealed beam headlights; or
- SilverStar fog or auxiliary lights.

WHO IS INCLUDED?

You may be a Class Member if you purchased a Covered Product in Canada from September 22, 2005 until December 31, 2014.

WHAT IS THIS CASE ABOUT?

The lawsuits claim that Osram Sylvania, Inc., Osram Sylvania Products, Inc. and Osram Sylvania, Ltd. (“Sylvania”) misrepresented that certain replacement automotive lighting is brighter, provides a wider beam and allows drivers to see farther down the road than standard halogen lighting. It also claims that Sylvania omitted material information regarding the reduced life of the replacement lighting. Sylvania denies that it did anything wrong. The Court did not decide which side was right. Instead, the parties have decided to settle.

WHAT DOES THIS SETTLEMENT PROVIDE?

A Settlement Amount of not less than CDN \$1,150,000 (the “Settlement Fund Minimum”) and not more than CDN \$1,750,000 (the “Settlement Cap Maximum”) is intended to pay claims to eligible Class Members, Notice Costs, Claims Administration Fees and Expenses, Class Counsel Fees and Expenses, and Honorarium Awards to the Representative Plaintiffs. In addition, Sylvania has also modified certain product(s) packaging. Full details about the Settlement are available on the Settlement Website at www.AutolightClaims.ca.

WHAT TYPE OF COMPENSATION CAN YOU RECEIVE?

Individual Class Member may qualify for Compensation the following:

Covered Products	Initial Amount	Maximum Amount
SilverStar ULTRA, SilverStar, XtraVision, or Cool Blue replacement headlight capsule	\$12.00	\$24.00

SilverStar, XtraVision, or Cool Blue sealed beam headlights	\$12.00	\$24.00
SilverStar fog or auxiliary lights	\$12.00	\$24.00

For each Claimant who submits a valid Claim, payment as described above will be issued¹, so long as providing such Compensation does not exceed the Settlement Cap Maximum. If providing each Claimant with such Compensation will exceed the Settlement Cap Maximum, then in such circumstances each Claimant's Compensation shall be reduced on a *pro-rata* basis.

HOW DO I ASK FOR A PAYMENT?

To receive Compensation, eligible Class Members must submit a Claim Form to the Claims Administrator through the Settlement Website, by email, or by mail sent no later than **Month 00, 2016**. The Claim Form only takes 3-5 minutes for most individuals to complete. No proof of purchase is necessary.

WHEN SHOULD I MAKE A CLAIM?

Immediately - the Claim Form is already available on the Settlement Website at www.AutolightClaims.ca or you can obtain one by contacting the Claims Administrator at **1-800-xxx-xxxx**.

WHAT ARE YOUR OPTIONS?

If you are a Class Member, you may (1) send in a Claim Form; (2) object to the settlement; (3) exclude yourself; and/or (4) do nothing. If you don't want to be legally bound by the settlement, you must complete and submit an Opt-Out Form to the Claims Administrator by no later than Month 00, 2015. Class Members who want to opt out and who are residents of Quebec must in addition give notice to the Clerk of the Superior Court of Quebec. Anyone who opts out cannot object to the Settlement, will not be bound by the Settlement Agreement, and will not be eligible to claim benefits under the Agreement, but may be eligible to pursue an individual claim. If you stay in the Class, you may submit a Claim Form and/or object to the settlement. If you wish to object to this proposed Settlement, you must submit a written objection to the Claims Administrator by no later than Month 00, 2016.

WHEN AND WHERE WILL THE COURTS DECIDE TO APPROVE THE SETTLEMENT?

The Ontario Superior Court of Justice and the Superior Court of Québec will hold hearings to consider whether to approve the Settlement. Each of the Courts must be satisfied that the Settlement is fair, reasonable and in the best interests of Class Members.

Settlement Approval Hearings have been scheduled as follows:

Ontario Action – Month 00, 2016 at 9:30 A.M. in room xxx of the Courthouse located at 161 Elgin St., Ottawa, Ontario

Québec Action – Month 00, 2016 at 9:30 A.M. in room 2.08 of the Courthouse located at 1 Notre-Dame St. East, Montréal, Québec

¹ less the withholding owing to the *Fonds d'aide aux recours collectifs* (for Quebec residents only and if applicable).

You do not have to attend the hearings but you may do so if you wish, and if you have submitted a written objection to the Claims Administrator, you (or your lawyer) may present arguments with regards to the proposed Settlement.

WHEN WILL I BE PAID?

Cheques will only begin to be mailed to eligible Class Members for Compensation at the earliest starting on _____, assuming that the Settlement is approved and that such order/judgment has become final and binding.

HOW CAN I GET MORE INFORMATION?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and detailed information on how to obtain or file a Claim, Opt-Out or Object on the Settlement Website at www.AutolightClaims.ca. To obtain paper copies or for other information, please call the Claims Administrator toll-free at **1-800-xxx-xxxx**.

WHO REPRESENTS ME?

Class Counsel, or the law firms representing the Plaintiffs, are the following:

Consumer Law Group P.C.

251 Laurier Ave. West, Suite 900
Ottawa, Ontario K1P 5J6
jorenstein@clg.org

Consumer Law Group Inc.

1030 rue Berri, Suite 102
Montréal, Québec H2L 4C3
agross@clg.org

The Courts will also consider a request from Class Counsel for counsel fees, disbursements and taxes. Class Counsel has pursued this lawsuit wholly on a contingency basis and has agreed that they would only be paid their legal fees if there was a Settlement or recovery following a successful outcome. They will seek approval from the Courts of \$525,000 plus applicable taxes, which will be paid for from the Settlement Amount. The Plaintiffs will also seek honorarium payments of \$5,000 each.

***This Notice has been approved by the Ontario Superior Court of Justice
and the Superior Court of Québec.***

Schedule “F”
Approval Notice

If You Bought Sylvania Automotive Lighting You Could Get Money from a Class Action Settlement

Detailed information and updates are available on the Settlement Website: www.AutolightClaims.ca

A Canada-wide Settlement has been reached in class actions relating to the marketing and sales of Osram Sylvania Premium Automotive Lighting. This Settlement has been approved by the Courts and will provide benefits to purchasers of the following “Covered Products”:

- SilverStar ULTRA, SilverStar, XtraVision, or Cool Blue replacement headlight capsules;
- SilverStar, XtraVision, or Cool Blue sealed beam headlights; or
- SilverStar fog or auxiliary lights.

WHO IS INCLUDED?

You may be a Class Member if you purchased a Covered Product in Canada from September 22, 2005 until December 31, 2014,

WHAT IS THIS CASE ABOUT?

The lawsuits claim that Osram Sylvania, Inc., Osram Sylvania Products, Inc. and Osram Sylvania, Ltd. (“Sylvania”) misrepresented that certain replacement automotive lighting is brighter, provides a wider beam and allows drivers to see farther down the road than standard halogen lighting. It also claims that Sylvania omitted material information regarding the reduced life of the replacement lighting. Sylvania denies that it did anything wrong. In addition, Sylvania has also modified certain product(s) packaging. The Court did not decide which side was right. Instead, the parties have decided to settle.

WHAT DOES THIS SETTLEMENT PROVIDE?

A Settlement Amount of not less than CDN \$1,150,000 (the “Settlement Fund Minimum”) and not more than CDN \$1,750,000 (the “Settlement Cap Maximum”) is intended to pay claims to eligible Class Members, Notice Costs, Claims Administration Fees and Expenses, Class Counsel Fees and Expenses, and Honorarium Awards to the Representative Plaintiffs. Full details about the Settlement are available on the Settlement Website at www.AutolightClaims.ca.

WHAT TYPE OF COMPENSATION CAN YOU RECEIVE?

Individual Class Member may qualify for Compensation the following:

Covered Products	Initial Amount	Maximum Amount
SilverStar ULTRA, SilverStar, XtraVision, or Cool Blue replacement headlight capsule	\$12.00	\$24.00

SilverStar, XtraVision, or Cool Blue sealed beam headlights	\$12.00	\$24.00
SilverStar fog or auxiliary lights	\$12.00	\$24.00

For each Claimant who submits a valid Claim, payment as described above will be issued², so long as providing such Compensation does not exceed the Settlement Cap Maximum. If providing each Claimant with such Compensation will exceed the Settlement Cap Maximum, then in such circumstances each Claimant's Compensation will be reduced proportionately for each Claimant so that the Settlement Cap Maximum is not exceeded.

HOW DO I ASK FOR A PAYMENT?

To receive Compensation, eligible Class Members must submit a Claim Form to the Claims Administrator through the Settlement Website, by email, or by mail sent no later than **Month 00, 2016**. The Claim Form only takes 3-5 minutes for most individuals to complete. No proof of purchase is necessary. A Class Member will be required to declare, under penalty of law, that purchase of an Eligible Product occurred.

WHEN SHOULD I MAKE A CLAIM?

Immediately - the Claim Form is already available on the Settlement Website at www.AutolightClaims.ca or you can obtain one by contacting the Claims Administrator at **1-800-xxx-xxxx**.

WHAT HAVE THE COURTS DECIDED?

The Ontario Superior Court of Justice and the Superior Court of Québec have approved the Settlement as fair, reasonable and in the best interests of Class Members. The Courts have also approved a request from Class Counsel for counsel fees, disbursements and taxes, as well as, honorarium payments to the Representative Plaintiffs.

WHEN WILL I BE PAID?

Cheques will only begin to be mailed to eligible Class Members for Compensation at the earliest starting on _____.

HOW CAN I GET MORE INFORMATION?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and detailed information on how to obtain or file a Claim at www.AutolightClaims.ca. To obtain paper copies or for other information, please call the Claims Administrator toll-free at **1-800-xxx-xxxx**.

WHO REPRESENTS ME?

Consumer Law Group P.C.
251 Laurier Ave. West, Suite 900
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1030 rue Berri, Suite 102
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agrass@clg.org

² less the withholding owing to the *Fonds d'aide aux recours collectifs* (for Quebec residents only and if applicable).

***This Notice has been approved by the Ontario Superior Court of Justice
and the Superior Court of Québec.***

Schedule "G"
Opt-Out Form

**IN RE: CANADIAN OSRAM SYLVANIA PREMIUM AUTOMOTIVE LIGHTING
MARKETING & SALES PRACTICES LITIGATION**

OPT-OUT FORM

Class Members are bound by the terms of the Settlement Agreement, unless they opt-out of the class action.

If you opt-out, you will not be entitled to make a claim or to receive any Compensation. If you opt-out, you should be aware that there are strictly enforced time limits within which you must take formal legal action to pursue your claim. By opting-out, you will take full responsibility for taking all necessary legal steps to protect your claim.

If you wish to opt-out, you must no later than **Month 00, 2016**, complete and submit by mail the present Opt-Out Form to the following address:

Sylvania Automotive Lighting Settlement
Address
City, Province, Postal Code

Class Members who want to opt out and who are residents of Quebec must IN ADDITION give notice to the Clerk of the Superior Court of Québec at:

Clerk of the Superior Court of Québec
Palais de Justice
1, Notre-Dame Street East
Montreal (Quebec) H2Y 1B6
Court file no. 500-06-000710-141

**THIS IS NOT A REGISTRATION FORM OR A CLAIM FORM.
IT EXCLUDES YOU FROM MAKING A CLAIM IN THE SETTLEMENT.
DO NOT USE THIS FORM IF YOU WANT TO RECEIVE BENEFITS UNDER THE
SETTLEMENT.**

Name: _____

Address: _____

Telephone: _____
Email: _____

Identification of person signing this Opt-Out Form (please check):

I represent that I purchased a Covered Product during the Class Period and am the above Identified Class Member. I am signing this Opt-Out Form to EXCLUDE myself from entitlement to benefits under the Settlement Agreement.

Purpose of Opting-Out (optional):

I UNDERSTAND THAT BY OPTING OUT I WILL NEVER BE ELIGIBLE TO RECEIVE ANY COMPENSATION PURSUANT TO THE OSRAM SYLVANIA PREMIUM AUTOMOTIVE LIGHTING MARKETING AND SALES PRACTICES SETTLEMENT AGREEMENT

I wish to opt out of the Osram Sylvania Premium Automotive Lighting Marketing and Sales Practice Settlement Program in Canada.

DATE: _____
Name of Class Member _____
Signature of Class Member _____