

Partie demanderesse CARLOS FOGELMAN	Absent	Procureur(s) Me Andrea Grass CONSUMER LAW GROUP	Présente
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Partie défenderesse (SONY) SONY CORPORATION, SONY OF CANADA LTD., SONY CORPORATION OF AMERICA, SONY OPTIARC INC., SONY OPTIARC AMERICA INC., et SONY NEC OPTIARC INC.	Absent	Procureur(s) Me Céline Legendre Mc Carthy Tétrault LLP	Présente
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Partie défenderesse (TOSHIBA) TOSHIBA CORPORATION, TOSHIBA AMERICA CONSUMER PRODUCTS, LLC, TOSHIBA OF CANADA LTD. et TOSHIBA SAMSUNG STORAGE TECHNOLOGY CORP.	Absent	Procureur(s) Me André Durocher Fasken Martineau DuMoulin LLP Pour TOSHIBA OF CANADA LIMITED	Présent
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Partie défenderesse (SAMSUNG) SAMSUNG ELECTRONICS COMPANY LTD., SAMSUNG ELECTRONICS AMERICA INC., ET SAMSUNG ELECTRONICS CANADA INC.	Absent	Procureur(s) Me Francis Rouleau Blake, Cassels & Graydon LLP	Présent
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Partie défenderesse (HITACHI) HITACHI LG DATA STORAGE, INC. and HITACHI, LTD., HITACHI CANADA, LTD., et HITACHI AMERICA LTD.	Absent	Procureur(s) Me Catherine Lussier Borden Ladner Gervais LLP Me Tania Da Silva DLA Piper (Canada) LLP	Présentes
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Partie défenderesse (LG ELECTRONICS) LG ELECTRONICS INC., LG ELECTRONICS CANADA, ET LG ELECTRONICS USA INC.	Absent	Procureur(s) Me Nick Rodrigo Davies Ward Phillips & Vineberg LLP	Présent
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Partie défenderesse (PHILIPS) KONINKLIJKE PHILIPS ELECTRONICS N.V., PHILIPS ELECTRONICS NORTH AMERICA CORPORATION, PHILIPS CANADA LTD. PHILIPS & LITE ON DIGITAL SOLUTIONS USA INC. et PHILIPS & LITE-ON DIGITAL CORPORATION	Absent	Procureur(s) Me Sidney Elbaz McMillan LLP	Présent
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Partie défenderesse (NEC) NEC CORPORATION et NEC ELECTRONICS AMERICA INC.	Absent	Procureur(s) Me Sylvain Lussier	Présent
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CANADA PROVINCE DE QUÉBEC DISTRICT DE MONTRÉAL	PROCÈS-VERBAL D'AUDIENCE Recours collectifs	COUR SUPÉRIEURE
No : 500-06-000504-106	Référée de	Salle prévue 16.11 Date Le 29 janvier 2018
L'HONORABLE RICHARD NADEAU, J.C.S.		JN0235

Partie défenderesse (TEAC) TEAC CORPORATION, TEAC AMERICA INC. et TEAC CANADA LTD.	Présentes	Procureur(s) Me Madeleine Renaud McCARTHY TÉTRAULT	Présente
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Nature de la cause
Recours collectif

Montant : \$

Cote(s)	Requête (s)

Greffier(ière) Diane Lafond	Interprète N/A	Sténographe N/A
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ENREGISTREMENT NUMÉRIQUE

Audition AM :	Début 10:01	Fin 10:19	Audition PM :	Début	Fin
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Affaires référées au maître des rôles	Résultat de l'audition Jugement déposé au dossier. Audition de la requête pour approuver les Conventions du règlement aura lieu le 4 mai 2018 à 9 h 30 en salle 2.08 [ou toute autre salle d'audience, indiquée par avis affiché à l'extérieur du 2.08]
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HEURE

10 h 01	<u>OUVERTURE DE L'AUDIENCE</u> Identification des procureurs Le Tribunal s'adresse aux procureurs Représentations de Me Grass
10 h 05	Représentations de Me Lussier Échange avec le Tribunal Question du Tribunal à Me Grass
10 h 09	Réponse de Me Grass
10 h 10	Échange avec le Tribunal
10 h 11	Me Lussier s'adresse au Tribunal Échange entre le Tribunal, Me Grass et Me Lussier

No :
500-06-000504-106

Référé
de

Salle
prévue
16.11

Date

Le 29 janvier 2018

L'HONORABLE RICHARD NADEAU, J.C.S.

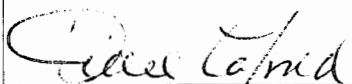
JN0235

Il est convenu que le projet de jugement soumis au Tribunal est approuvé tel que transmis sauf la modification à la page 12 où la date du 4 mai 2018 à 9 h 30 en salle 2.08 est inscrite.

Le jugement signé par l'Honorable Richard Nadeau, J.C.S. est déposé au dossier.

10 h 19

Fin de l'audition.



Diane Lafond g.a.c.s.

SUPERIOR COURT

(Class Action)

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No: 500-06-000504-106

DATE: January 29, 2018

BY: THE HONOURABLE RICHARD NADEAU, J.S.C.

CARLOS FOGELMAN
Petitioner

v.

SONY CORPORATION
and
SONY OF CANADA LTD.
and
SONY CORPORATION OF AMERICA
and
SONY OPTIARC, INC.
and
SONY OPTIARC AMERICA INC.
and
SONY NEC OPTIARC, INC.
and
TOSHIBA CORPORATION
and
TOSHIBA AMERICA CONSUMER PRODUCTS, LLC
and
TOSHIBA OF CANADA LIMITED
and
SAMSUNG ELECTRONICS COMPANY, LTD.
and
SAMSUNG ELECTRONICS AMERICA INC.

and
SAMSUNG ELECTRONICS CANADA INC.
and
TOSHIBA SAMSUNG STORAGE TECHNOLOGY CORPORATION
and
HITACHI, LTD.
and
HITACHI CANADA, LTD.
and
HITACHI AMERICA LTD.
and
LG ELECTRONICS, INC.
and
LG ELECTRONICS CANADA
and
LG ELECTRONICS USA, INC.
and
HITACHI-LG DATA STORAGE, INC.
and
KONINKLIJKE PHILIPS ELECTRONICS N.V.
and
PHILIPS ELECTRONICS NORTH AMERICA CORPORATION
and
PHILIPS CANADA LTD.
and
LITE-ON IT CORPORATION
and
PHILIPS & LITE-ON DIGITAL SOLUTION CORPORATION
and
PHILIPS & LITE-ON DIGITAL SOLUTIONS USA, INC.
and
NEC CORPORATION
and
NEC ELECTRONICS AMERICA, INC.
and
TEAC CORPORATION
and
TEAC AMERICA, INC.
and
TEAC CANADA LTD.
Respondents

JUDGMENT

[1] The Petitioner commenced the Quebec Action on April 7, 2010, alleging that the Respondents conspired to fix prices in the market for optical disc drives (“ODD”) and certain products containing ODDs.

[2] Parallel class actions were commenced in Ontario¹ in June 11, 2010 and in British Columbia² on September 27, 2010 (together with the Quebec Action, the “Canadian Proceedings”)³. Class Counsel⁴ in the Canadian Proceedings are working cooperatively with each other.

[3] Settlements have been reached in the Canadian Proceedings between the Petitioner in the Quebec Action and the plaintiffs in the Ontario Action and B.C. Action in the following amounts and with the following parties:

- (a) TEAC Corporation, TEAC America, Inc. and TEAC Canada, Ltd. (together “TEAC”) dated September 20, 2016 (the “TEAC Settlement Agreement”)⁵ in the amount of \$500,000 USD;
- (b) NEC Corporation and NEC Canada, Inc. (together “NEC”) dated May 30, 2017 (the “NEC Settlement Agreement”)⁶ in the amount of \$730,000 CDN; and
- (c) Hitachi-LG Data Storage Inc. and Hitachi-LG Data Storage Korea, Inc. (together Hitachi-LG”) dated November 1, 2017 (the “HLDS Settlement Agreement”)⁷ in the amount of \$8,123,940 CDN. The HLDS Settlement Agreement also releases Hitachi, Ltd., Hitachi Canada, Ltd., Hitachi America Ltd., LG Electronics Inc., LG Electronics Canada, Inc., and LG Electronics USA, Inc;

TEAC, NEC and HLDS are collectively referred to as the “Settling Respondents”.

[4] The Petitioner is now seeking to:

- (i) Authorize the class action for the sole purpose of approving the settlements in this file with the Settling Respondents;

¹ *The Fanshawe College of Applied Arts and Technology v. Sony Optiarc, Inc. et al.*, Ontario Superior Court of Justice, Commenced at London, Court File No. 1501/10CP.

² *Neil Godfrey v. Sony Corporation et al.*, Supreme Court of British Columbia, Vancouver Registry, Court File No. S-106462.

³ Another action was commenced in Manitoba relating to similar allegations. Class Counsel is not working with counsel in the Manitoba action and is not aware of any active steps being taken in that action.

⁴ Class Counsel means the following law firms: Camp Fiorante Matthews Mogerman LLP, Branch MacMaster LLP, and Consumer Law Group Inc.

⁵ Exhibit R-1.

⁶ Exhibit R-2.

⁷ Exhibit R-3.

- (ii) Approve the publication⁸, short-form⁹ and long-form¹⁰ notices of authorization and settlement approval hearing (collectively, the "Pre-Approval Notice");
- (iii) Obtain permission to distribute the Pre-approval Notice in accordance with the "Plan of Dissemination"¹¹.

[5] The class action will continue against the remaining Respondents (the "Non-Settling Respondents").

[6] The HDLS Quebec Settlement Class is defined as:

All Persons in Quebec who purchased ODD* and/or ODD Products** during the Class Period***, except Excluded Persons****.

* ODD means any device which reads and/or writes data from and to an optical disk, including but not limited to, CD-ROMs, CD-recordable/rewritable, DVD-ROM, DVD recordable/rewritable, Blu-Ray, Blu-Ray-recordable/rewritable, and HD DVD, as well as Super Multi-Drives, other combination drives, and optical disk drives designed to be attached externally to computers or other devices.

** ODD Product means products incorporating ODD, including but not limited to desktop computers, mobile/laptop computers, videogame consoles, CD players/recorders, DVD players/recorders and Blu-Ray disc players/recorders.

*** Class Period means January 1, 2000 through to December 31, 2010.

**** Excluded Person means each Defendant, the directors and officers of each Defendant, the subsidiaries or affiliates of each Defendant, the entities in which each Defendant or any of that Defendant's subsidiaries or affiliates have a controlling interest and the legal representatives, heirs, successors and assigns of each of the foregoing, and any Person who timely and validly exercises the right to opt-out of the Proceedings.

[7] The Petitioner and NEC and TEAC agreed that the above class definition be used for the purpose of authorizing this action for settlement purposes against NEC and TEAC. At settlement approval, the proposed TEAC and NEC settlement approval judgment will include language that adopts the above class definition (rather than the definitions currently used in the NEC and TEAC Settlement Agreements).

[8] The Petitioner and the Settling Respondents have agreed to the terms of the Settlement Agreements, the whole subject to the approval of this Court, and without any

⁸ Exhibit R-4.

⁹ Exhibit R-5.

¹⁰ Exhibit R-6.

¹¹ Exhibit R-7.

admission of liability whatsoever by the Settling Respondents and for the sole purpose of resolving the dispute between these parties.

AUTHORIZATION

[9] The Settling Respondents consent to the authorization of the present Application as a class proceeding for the purposes of settlement only, which consent shall be withdrawn should the Settlement Agreements not be approved by the Court¹².

[10] This Judgment, including the authorization of the class action against the Settling Respondents and the definition of the Quebec Settlement Class, the Class Period, and the Common Issue are without prejudice to any position a Non-Settling Respondent may take in this or in any other proceeding on any issue, including the issue of whether the Quebec Action should be authorized as a class action as against the Non-Settling Respondents. For greater certainty, this judgment is not binding on and shall have no effect on the continuing proceedings as against the Non-Settling Respondents.

[11] Where a respondent consents to the authorization of a class action for settlement purposes only, the analysis of the criteria set forth at article 575 C.C.P. must still be met, but is flexible, and takes into account the fact of the settlement¹³.

[12] Under reserve of the rights of the Settling Respondents and the Non-Settling Respondents, the Motion for Authorization dated April 7, 2010, the Exhibits in support thereof and the Affidavit of the Petitioner dated January 23, 2018, justify granting the present Application in accordance with the criteria set forth at article 575 C.C.P. for settlement purposes only.

[13] The Petitioner and the Settling Respondents have agreed to seek authorization for the following identical, similar or related issue of law or fact, namely:

Did the Settling Defendants, or any of them, conspire to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, ODD directly or indirectly in Canada during the Class Period? If so, what damages, if any, are payable by the Settling Defendants, or any of them to the Settlement Class Members?

[14] The facts alleged appear to justify the conclusions sought¹⁴.

¹² *Communication Méga-Sat inc. c. LG Philips LCD Co. Ltd.*, 2013 QCCS 5592; *Lavoie c. Régie de l'assurance maladie du Québec*, 2013 QCCS 866; *Option Consommateurs c. Infineon Technologies, a.g.*, 2012 QCCS 6405; *9085-4886 Québec inc. c. Visa Canada Corporation*, 2014 QCCS 6701.

¹³ *Vallée c. Hyundai Auto Canada Corp.*, 2014 QCCS 3778; *Schachter c. Toyota Canada inc.*, 2014 QCCS 802; *Markus c. Reebok Canada inc.*, 2012 QCCS 3562; *Richard c. Volkswagen Group Canada inc.*, 2012 QCCS 5534; *9085-4886 Québec inc. c. Visa Canada Corporation*, 2015 QCCS 5914.

¹⁴ Articles 7 and 1457 of the *Civil Code of Québec*, LRQ, c C-1991, and sections 36, 45, and 46 (1) of the *Competition Act*, RSC 1985, c C-34.

[15] The composition of the class makes it difficult or impracticable to apply the rules for mandates to sue on behalf of others or for consolidation of proceedings:

- a) Potential Quebec Settlement Class Members are dispersed across the province;
- b) Given the costs and risks inherent in instituting an action before the courts, people could hesitate to institute individual actions against the Settling Respondents;
- c) Individual litigation of the factual and legal issues raised would increase delay and expenses to all parties and would place an unjustifiable burden on the court system.

[16] The Petitioner, who is requesting to obtain the status of representative, will fairly, properly, and adequately protect and represent the interest of the Quebec Settlement Class Members since he:

- a) Is a settlement class member;
- b) Was instrumental in instituting this class action and in engaging counsel with extensive experience in class actions;
- c) Provided his attorneys with relevant information and instructed them to proceed with the present proceedings;
- d) Ensured that settlement class members would be kept up-to-date through his attorneys' website;
- e) Participated in the settlement negotiations by providing input to his attorneys, ultimately instructing its attorneys to sign the Settlement Agreements;
- f) Has a good understanding of what this class action is about and what the settlements provide to settlement class members;
- g) Has performed its responsibilities as the representative of the class and he will continue to do so insofar as the proposed settlements are concerned;
- h) Has always acted in the best interests of the settlement class members;
- i) Has not indicated any possible conflict of interest with the settlement class members.

CLASS NOTICE

[17] The Petitioner and plaintiffs in the Canadian Proceedings and the Settling Respondents have agreed on the form and content of the Pre-Approval Notice. The Pre-Approval Notice will advise settlement class members of the basic terms of the Settlement

Agreements and their right to opt out of the Canadian Proceedings and participate in the settlement approval hearings.

[18] The Petitioner and plaintiffs in the Canadian Proceedings and the Settling Respondents have agreed on the Plan of Dissemination, namely:

- a) A publication notice designed with minimal text. Its purpose is to draw the attention of settlement class members and direct them to the settlement website for more information. The publication notice will be published in the following Canadian newspapers with the following average daily circulations¹⁵:

Newspaper	Average Daily Circulation (2015)
The Globe and Mail (National Edition)	336,487
Le Journal de Montréal (French)	232,332
The National Post	186,108
The Vancouver Sun	136,787
The Calgary Herald	106,916
The Winnipeg Free Press	106,473
The Chronicle Herald (Halifax)	91,490
Le Soleil (French)	78,455
The StarPhoenix (Saskatoon)	39,008
The Regina Leader Post	34,136

- b) A direct mailing of the short-form notice to the direct purchaser customers of the Settling Respondents and persons who inquired with Class Counsel;
- c) The short-form notice will also be sent to the following industry associations for voluntary distribution to their membership:
- i. Information Technology Association of Canada. According to its website, the Information Technology Association of Canada is the voice of the Canadian information and communications technologies industry. The Information Technology Association of Canada represents persons involved with telecommunications, computing or software products or services, or electronic content;
 - ii. Retail Council of Canada. According to its website, the Retail Council of Canada is the "voice of retail in Canada" and represents more than 45,000 store fronts of all retail formats across Canada,

¹⁵ Newspapers Canada's *Circulation Report: Daily Newspapers 2015*, https://nmc-mic.ca/wp-content/uploads/2016/06/2015-Daily-Newspaper-Circulation-Report-REPORT_FINAL.pdf.

including department, specialty, discount, and independent stores, and online merchants; and

- iii. Conseil québécois du commerce de détail (Quebec Council of Retail Trade). According to its website, the Conseil québécois du commerce de détail is the "voice of retail in Quebec" and is an association of more than "5,000 commercial establishments, representing nearly 70% of retail-related economic activity in Quebec."

- d) A copy of the long-form notice will be posted on Class Counsel's respective websites.

POUR CES MOTIFS, LE TRIBUNAL : WHEREFORE, THE COURT:

[19] **ACCORDE** la présente demande; [19] **GRANTS** the present application;

[20] **ORDONNE** que, pour l'application du présent jugement, les définitions énoncées dans les Conventions de règlement, pièces R-1, R-2, et R-3 s'appliquent et y sont incorporées par renvoi; [20] **ORDERS** that for the purposes of this judgment, the definitions contained in the Settlement Agreements, Exhibits R-1, R-2, and R-3 shall apply and are incorporated by reference;

[21] **AUTORISE** l'exercice de cette action collective contre TEAC Corporation, TEAC America, Inc., TEAC Canada, Ltd., NEC Corporation, NEC Canada, Inc., Hitachi-LG Data Storage Inc., and Hitachi-LG Data Storage Korea, Inc. pour les fins d'un règlement hors cour seulement; [21] **AUTHORIZES** the bringing of a class action against TEAC Corporation, TEAC America, Inc., TEAC Canada, Ltd., NEC Corporation, NEC Canada, Inc., Hitachi-LG Data Storage Inc., and Hitachi-LG Data Storage Korea, Inc. for the purposes of settlement only;

[22] **ATTRIBUE** au Requéant le statut de représentant des Membres du Groupe Québécois de Règlement ci-après décrit : [22] **APPOINTS** the Petitioner as representative of the Quebec Settlement Class herein described as:

« Tous les résidents du Québec qui ont acheté des lecteurs de disques optiques et / ou un produit muni d'un lecteur de disque optique au cours de la Période du Recours, à l'exception des Personnes Exclues.

»

"All Persons resident in Quebec who purchased ODD and/or an ODD Product during the Class Period, except Excluded Persons."

[23] **IDENTIFIE** aux fins de règlement, la question commune comme étant la suivante :

« Est-ce que les Défenderesses qui règlent, ou l'une d'entre elles, ont complotées avec d'autres pour fixer, augmenter, maintenir, ou stabiliser les prix des lecteurs de disque optique, ou de leur attribuer des marchés et des clients, directement ou indirectement au Canada pendant la Période visée? Dans l'affirmative, quels dommages, le cas échéant, sont payables par les Défenderesses qui règlent ou par l'une d'entre elles aux Membres du groupe visé par le règlement? »

[23] **IDENTIFIES** for the purposes of settlement, the common issue as follows:

“Did the Settling Defendants, or any of them, conspire to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, ODD directly or indirectly in Canada during the Class Period? If so, what damages, if any, are payable by the Settling Defendants, or any of them to the Settlement Class Members?”

[24] **ORDONNE** que l'autorisation de l'Action du Québec contre les Intimées qui règlent à des fins de règlement, y compris la définition des Membres du Groupe Québécois de Règlement et de la Question Commune, est sans préjudice aux droits et moyens de défense des Intimées qui ne règlent pas relativement à l'Action du Québec en cours;

[24] **ORDERS** that the authorization of the Quebec Action as against the Settling Respondents for settlement purposes, including the definition of the Quebec Settlement Class and the Common Issue, is without prejudice to the rights and defences of the Non-Settling Respondents in connection with the ongoing Quebec Action;

[25] **ORDONNE** que les Membres du Groupe Québécois de Règlement qui désirent s'exclure de cette action doivent le faire en envoyant un avis écrit signé par la personne ou son représentant, par courrier affranchi, par messenger, par télécopieur ou par courriel aux Procureurs du Groupe à l'adresse indiquée dans l'Avis de Préapprobation;

[25] **ORDERS** that members of the Quebec Settlement Class who wish to opt-out of this action must do so by sending a written election to opt-out signed by the Person or the Person's designee, by pre-paid mail, courier, fax or email to Class Counsel at the address identified in the Pre-Approval Notice;

[26] **DÉTERMINE** que le délai pour s'exclure du recours est de 60 jours après la publication de l'avis (la « Date limite d'exclusion »);

[26] **DETERMINES** that the deadline to opt-out of the action is 60 days after the Pre-Approval Notice is published (the “Opt-Out Deadline”);

[27] **ORDONNE** qu'un avis d'exclusion envoyé par la poste ou par messagerie ne sera valide que s'il porte le cachet de la poste indiquant au plus tard, la Date Limite d'Exclusion, à l'adresse indiquée dans l'Avis de Préapprobation. Lorsque le cachet de la poste n'est pas visible ou lisible, l'avis d'exclusion est réputé avoir été envoyé quatre (4) jours ouvrables avant la date à laquelle il a été reçu par les Procureurs du Groupe;

[27] **ORDERS** that an election to opt-out sent by mail or courier will only be valid if it is postmarked on or before the Opt-Out Deadline to the address identified in the Pre-Approval Notice. Where the postmark is not visible or legible, the election to opt-out shall be deemed to have been postmarked four (4) business days prior to the date that it is received by Class Counsel;

[28] **ORDONNE** que l'avis d'exclusion doit contenir les informations suivantes pour être valide :

- | | |
|---|---|
| <p>(a) le nom complet, l'adresse actuelle et le numéro de téléphone de la Personne;</p> | <p>[28] ORDERS that the written election to opt-out must contain the following information to be valid:</p> <p>(a) the Person's full name, current address and telephone number;</p> |
| <p>(b) si la Personne qui désire s'exclure est une société, le nom de la société et le poste de la Personne qui envoie l'avis d'exclusion au nom de la société;</p> | <p>(b) if the Person seeking to opt-out is a corporation, the name of the corporation and the position of the Person submitting the request to opt-out on behalf of the corporation;</p> |
| <p>(c) une déclaration à l'effet que la personne veut s'exclure des procédures; et</p> | <p>(c) a statement to the effect that the Person wishes to be excluded from the Proceedings; and</p> |
| <p>(d) si cette information est raisonnablement disponible, le prix d'achat total payé par la Personne pour les lecteurs de disque optique et / ou les produits avec lecteurs de disque optique achetés au Québec pendant la Période Visée par l'action, moins les rabais, frais de livraison ou d'expédition, taxes et toute autre forme de rabais. Sinon, la Personne doit fournir une estimation de bonne foi et la base sur laquelle l'estimation est fondée;</p> | <p>(d) to the extent that it is reasonably available, the aggregate purchase price paid by the Person for ODD and/or ODD Products purchased in Quebec during the Class Period, less any rebates, delivery or shipping charges, taxes, and any other form of discounts. If this information is not reasonably available, the Person shall provide a good faith estimate and the basis of the estimate;</p> |

[29] **ORDONNE** que, dans les trente (30) jours suivant la Date Limite d'Exclusion, les Procureurs du Groupe fournissent aux

[29] **ORDERS** that within thirty (30) days of the Opt-Out Deadline, Class Counsel shall provide to the Respondents a report

intimés un rapport contenant le nom de chaque Personne qui s'est valablement exclue des Procédures;

containing the names of each Person who has validly and timely opted out of the Proceedings;

[30] **ORDONNE** que tout Membre du Groupe Québécois de Règlement qui s'exclut valablement de cette action n'est pas lié par les Conventions de règlement et ne pourra dorénavant plus participer ni avoir la possibilité de participer à cette action dans le futur;

[30] **ORDERS** that any member of the Quebec Settlement Class who validly opts-out of this action will not be bound by the Settlement Agreement and shall be excluded from this action and the Quebec Settlement Class and shall no longer participate or have the opportunity to participate in this action in the future;

[31] **ORDONNE** que tout Membre du Groupe Québécois de Règlement qui ne s'exclut pas valablement de la manière et dans les délais prescrits ci-dessus sera réputé avoir choisi de participer à cette action et ne pourra pas se retirer de cette action dans le futur;

[31] **ORDERS** that any member of the Quebec Settlement Class who does not validly opt-out in the manner and time prescribed above, shall be deemed to have elected to participate in this action and may not opt-out of this action in the future;

[32] **APPROUVE** la publication de l'Avis de préapprobation dans sa forme abrégée et dans sa forme détaillée, lesquelles sont annexées aux présentes comme pièces R-4, R-5, et R-6;

[32] **APPROVES** the publication, short-form, and long-form Pre-Approval Notice substantially in the form as attached hereto as Exhibits R-4, R-5, R-6;

[33] **ORDONNE** que l'Avis de préapprobation soit publié et diffusé essentiellement en conformité avec le Plan de Diffusion joint comme pièce R-7;

[33] **ORDERS** that the Pre-Approval Notice shall be published and disseminated substantially in accordance with the Plan of Dissemination as attached hereto as Exhibit R-7;

[34] **ORDONNE** que le présent jugement est conditionnel à ce que des ordonnances parallèles soient rendues par le tribunal de la Colombie-Britannique et le tribunal de l'Ontario, et que le présent jugement n'aura aucun effet tant que le tribunal de la Colombie-Britannique et le tribunal de l'Ontario n'auront pas rendu leur ordonnance respective;

[34] **ORDERS** that this judgment is contingent upon parallel orders being made by the B.C. Court and the Ontario Court, and the terms of those orders shall not be effective unless and until such orders are made by the B.C. Court and the Ontario Court;

[35] **ORDONNE** que l'audition de la requête pour approuver les Conventions

[35] **ORDERS** that the hearing to approve the Settlement Agreements will be held on May 4,

du règlement aura lieu le 4 mai 2018 à 9 h 2018 at 9:30 in room 2.08 [or any other
30 en salle 2.08 [ou toute autre salle courtroom, which will be indicated by the
d'audience, qui sera indiquée par avis posting of a sign outside of courtroom 2.08] at
affiché à l'extérieur de la salle d'audience the Montreal Courthouse, 1, Notre-Dame
2.08] au Palais de justice de Montréal, 1, Street East (the "Settlement Approval
rue Notre-Dame Est (l'« Audience Hearing”);
d'approbation du Règlement »);

[36] **ORDONNE** que la date et l'heure [36] **ORDERS** that the date and time of the
pour la tenue de l'Audience d'Approbation Settlement Approval Hearing shall be set forth
du Règlement soient indiquées dans in the Pre-Approval Notice, but may be
l'Avis, bien qu'elles puissent être subject to adjournment by the Court without
reportées par la Cour sans autre avis further publication notice to the Class
signifié aux Membres du Groupe, Members, other than such notice which will be
exception faite de l'avis qui sera affiché posted on the settlement website at
sur le site web du Règlement <http://www.siskinds.com/odd/>;
<http://www.siskinds.com/odd/>;

LE TOUT, sans frais de justice.

THE WHOLE, without legal costs.



RICHARD NADEAU, J.S.C.

Me Andrea Grass
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