

SUPERIOR COURT

(Class Action)

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No: 500-06-000507-109

DATE: November 17, 2015

IN THE PRESENCE OF: THE HONOURABLE DANIELLE MAYRAND, J.S.C.

ERIC LIVERMAN

and

SIDNEY VADISH

Petitioners

v.

DEERE & COMPANY

and

JOHN DEERE LIMITED

and

TECUMSEH PRODUCTS COMPANY

and

TECUMSEH PRODUCTS OF CANADA LIMITED

and

BRIGGS & STRATTON CORPORATION

and

BRIGGS & STRATTON CANADA INC.

and

KAWASAKI MOTORS CORP. USA,

and

CANADIAN KAWASAKI MOTORS INC.

and

MTD PRODUCTS INC.

and

MTD PRODUCTS LTD.

and

THE TORO COMPANY

and
THE TORO COMPANY (CANADA), INC.
and
AMERICAN HONDA MOTOR COMPANY, INC.
and
HONDA CANADA INC.
and
ELECTROLUX HOME PRODUCTS, INC.
and
ELECTROLUX CANADA CORP.
and
HUSQVARNA OUTDOOR PRODUCTS, INC.
and
HUSQVARNA CANADA CORP.
and
KOHLER CO.
and
KOHLER CANADA CO.
and
SEARS, ROEBUCK AND CO.
and
SEARS CANADA INC.
and
PLATINUM EQUITY, LLC
Respondents

JUDGMENT

[1] The Petitioners are seeking to authorize a class action for the sole purpose of approving a third settlement in the present file reached between the Petitioners and Honda Canada Inc. and American Honda Motor Co., Inc. (collectively "Honda" or the "Settling Respondents") and to approve said settlement¹.

Introduction

[2] The facts of this case were set out in detail in this Court's judgment approving the settlement agreement with Respondents (a) MTD Products Limited and (b) MTD Products Inc., which provided for releases against Respondents (c) Sears Canada Inc., (d) Sears, Roebuck and Co. (collectively the "MTD Settlement") and the settlement agreement with Respondents (e) Briggs & Stratton Canada, (f) Briggs & Stratton Corporation, (g) Electrolux Canada Corp., (h) Electrolux Home Products Inc., (i) John Deere Limited, (j) Deere & Company, (k) Husqvarna Canada Corp., (l) Husqvarna

¹ Note: The term Plaintiff(s) and the term Defendant(s) have been replaced for the purposes of the Quebec Class Action with the term Petitioner(s) and the term Respondent(s).

Consumer Outdoor Products N.A., Inc., (m) Kohler Canada Co., (n) Kohler Co., (o) The Toro Company (Canada), Inc. and (p) The Toro Company (collectively the "Briggs & Stratton Settlement") (the "Settled Respondents") dated September 25, 2013.

[3] In this litigation, the Petitioners have alleged, *inter alia*, that the Respondents made misrepresentations and overstatements about the horsepower of their Lawn Mowers and Lawn Mower engines to Class members and that the Respondents consorted so as to be able to advertise and sell their Lawn Mowers and Lawn Mower engines as having a higher horsepower than the true horsepower of said products.

[4] A similar class proceeding is ongoing against the same Respondents which charge substantially the same allegations in the Canadian province of Ontario.

[5] On February 25, 2015, following arm's length negotiations between counsel for the Parties, the Petitioners and the Settling Respondents concluded a Settlement Agreement (the "Honda Settlement Agreement")² to fully and finally settle all claims asserted against themselves in or related to the present Class Action³.

[6] The Honda Settlement Agreement applies to persons who are members of the following class:

"All persons in Quebec who purchased Lawn Mowers in Canada from January 1, 1994 until December 31, 2012, except the Excluded Persons" (the "Settlement Class").

Excluded Persons means each Respondent, any entity in which a Respondent has a controlling interest or which has a controlling interest in any Respondent and Respondents' legal representatives, predecessors, successors and assigns; and (ii) Respondents' employees, officers, directors, agents and representatives and their family members.

Also excluded from the Class are all Persons who timely and validly requested exclusion from the Class prior to September 17, 2013.

[7] The action is continuing against the following Respondents: Tecumseh Products of Canada, Limited, Tecumseh Products Company, Platinum Equity, LLC, Canadian Kawasaki Motors Inc., Kawasaki Motors Corp., USA (the "Non-Settling Respondents").

[8] The Honda Settlement Agreement also applies to a similar class in Ontario, such that all residents in Canada who purchased Lawn Mowers in Canada from January 1, 1994 until December 31, 2012, except the Excluded Persons are covered by the Honda Settlement Agreement.

² Exhibit R-1.

³ On July 9, 2015, the Honda Settlement Agreement was amended to include a definition for "Proportionate Liability".

Authorization

[9] The Settling Respondents consent to the authorization of the present Motion as a class proceeding for the purposes of settlement only, which consent shall be withdrawn should the Settlement Agreement not be approved by the Court⁴.

[10] Where the respondents consent to the authorization of a class action for settlement purposes only, the analysis of the criteria set forth at article 1003 C.C.P. must still be met, but are flexible, and take into account the fact of the settlement⁵.

[11] In light of this relaxed standard and, under reserve of the rights of the Settling Respondents and the Non-Settling Respondents, the Motion for Authorization dated May 3, 2010, the Exhibits in support thereof and the Affidavit of the Petitioners dated October 20, 2015 justify granting the present Motion in accordance with the criteria set forth at article 1003 C.C.P. for settlement purposes only.

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

“Did the Defendants, or any of them, conspire and/or agree with each other to fix, maintain, raise or stabilize the prices of Lawn Mowers in Canada during the Class Period?”

[13] The facts alleged seem to justify the conclusions sought⁶.

[14] The composition of the group makes the application of article 59 or 67 C.C.P. difficult or impractical because:

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

⁴ *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.

⁵ *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.

⁶ *Consumer Protection Act*, CQLR c P-40.1 at ss. 41, 215, 216, 218, 219, 220(a), 221(a), (c), (d), & (g), 228, 239(a), 253, 270, and 272, *Civil Code of Québec*, LRQ, c C-1991 at ss. 1400, 1401, 1402, 1407 and 1457, *Consumer Packaging and Labelling Act*, R.S.C. 1985, c C-38 at ss. 7 & 9(1), and *Competition Act*, R.S.C. 1985, c C-34 at ss. 36 and 52.

[15] The Petitioners, who are requesting to obtain the status of representative, will fairly and adequately protect and represent the interest of the Settlement Class members since the Petitioners:

- a) Are Class members;
- b) Were instrumental in instituting this class action and engaging counsel with extensive experience in class actions;
- c) Provided their attorneys with relevant information and instructed them to proceed with the present proceedings;
- d) Ensured that the Class members would be kept up-to-date through their attorneys' website;
- e) Participated in the settlement negotiations by providing input to their attorneys, ultimately instructing their attorneys to sign the Honda Settlement Agreement;
- f) Have a good understanding of what this class action is about and what the settlement provides to Class members;
- g) Have performed their responsibilities as representatives of the class and they will continue to do so insofar as the proposed settlement is concerned;
- h) Have always acted in the best interests of the Class members;
- i) Have not indicated any possible conflict of interest with the Class members.

Class Notice

[16] In accordance with the Honda Settlement Agreement and this Court's judgment dated September 24, 2015 approving the Notice as well as the method of dissemination, notice was effected in the following manner:

- a) by distribution to all major news and broadcast outlets across Canada, in English and French, through a Press Release on Canada Newswire which included a social media feed to facilitate recirculation of the Press Release;
- b) by publication once in the business or legal section of a weekday edition of the following newspapers:
 - a. The Globe and Mail (National Edition);
 - b. The Toronto Star;
 - c. The National Post (National Edition); and
 - d. La Presse.

- c) to the following organizations for distribution to their memberships:
- a. the Consumers' Association of Canada by:
 - i. posting the Notice under the "Class Action Lawsuits" section, under the "Consumer Advocacy" tab of their website;
 - ii. posting a news article, with the Notice set-out at the bottom of the article, under the "Press Releases" section, under the "Consumer Advocacy" tab of their website; and
 - iii. posting a website link to the Notice on the Association's Facebook page.
 - b. the Consumers' Council of Canada by:
 - i. posting a website link to the Notice on the Council's Homepage of its website;
 - ii. posting the Notice under the "Class Action Notices" section of the "Council News" page of their website;
 - iii. posting a website link to the Notice on the Council's Facebook page; and
 - iv. posting a link to the Notice on the Council's Twitter feed.
- d) through a digital notice campaign, which specifically targets special-interest groups who are likely to be interested in the matter, such as landscapers, home and garden care providers and lawn care service providers. The digital notice campaign utilized the following social media platforms:
- a. Facebook (through "Promoted Posts" and through Facebook Advertisement)⁷; and
 - b. Twitter⁸.
- e) by direct mail, fax, and/or e-mail to:
- a. all persons who have contacted Class counsel about the litigation;

⁷ The Honda Settlement Approval Hearing Notice was also distributed on Facebook through "Promoted Posts" and through Facebook Advertisements. The Promoted Posts appeared directly in the middle of a user's main homepage or "Newsfeed" while the Facebook Advertisements ran along the margin of the users' Newsfeed. The Facebook Promoted Posts and Advertisements contained a brief synopsis of the action, including that a settlement was reached and that there is an upcoming settlement approval hearing. They also provided interested parties with the option to "click" to be redirected to the dedicated settlement website, www.lawnmowerssettlement.ca, where the Honda Settlement Approval Notice was posted.

⁸ The Twitter account of Ontario Class Counsel has approximately 1,750 followers and the tweets were made at various times of the day and week to maximize outreach.

- b. all persons or organizations who request a copy of the Notice; and
 - c. any other potentially interested parties identified by Class counsel.
- f) by posting the notice on a dedicated settlement website at www.lawnmowersettlement.ca as well as on the websites of Class counsel at www.harrisonpensa.com and www.clg.org;

Settlement

[17] The Petitioners and the Settling Respondents have agreed to the terms of the Honda Settlement Agreement, the whole subject to the approval of this Court, and without any admission of liability whatsoever by the Settling Respondents and for the sole purpose of resolving the dispute between the parties.

[18] The following is a summary of the key terms of the Honda Settlement Agreement:

- A) Within 30 days of the execution of the Honda Settlement Agreement, the Settling Respondents shall pay the Settlement Amount of \$700,000 to Class Counsel for deposit into an interest bearing trust account at a Canadian Schedule 1 bank in Ontario under the control of Class Counsel for the benefit of Settlement Class members,
- B) In addition, the following amounts will be paid out of the Settlement Amount:
 - (i) All Administration Expenses, including notice and publication costs and claims administration costs;
 - (ii) Class Counsel Fees, including fees, disbursements, costs, interest and all applicable taxes and charges of Class Counsel; and
 - (iii) Any amount owing to the *Fonds d'aide aux recours collectifs* with regard to the Quebec proceeding;
- C) Class Counsel will establish a Distribution Protocol whereby it will create a plan to distribute the Settlement Amount and accrued interest to the Settlement Class members at a future date with Court approval and following notice to the Settling Respondents and to the Settled Respondents;
- D) The release for the Settling Respondents includes and encompasses any and all claims related to the allegations of the Motion to Authorize the Bringing of a Class Action & to Ascribe the Status of Representative (the "Motion for Authorization"), including all past and future damages relating to the allegations contained in the Motion for Authorization, which excludes personal injury and bodily injury, product defect, breach of warranty and similar claims;
- E) The Opt-Out Deadline expired on September 17, 2013 as determined by this Court's Judgment dated September 25, 2013; and

F) The Honda Settlement Agreement include a process to submit to this Honourable Court any dispute arising out of the claims process, should it become necessary.

Approval of the Honda Settlement Agreement

[19] The Court approves the Honda Settlement Agreement as fair, reasonable and in the best interests of the Class members based on its analysis of the following factors as set out by the relevant case law, namely:

- «
- les probabilités de succès du recours;
 - l'importance et la nature de la preuve administrée;
 - les termes et les conditions de la transaction;
 - la recommandation des procureurs et leur expérience;
 - le coût des dépenses futures et la durée probable du litige;
 - la recommandation d'une tierce personne neutre, le cas échéant;
 - le nombre et la nature des objections à la transaction;
 - la bonne foi des parties;
 - l'absence de collusion. »⁹

[20] In particular, the Court finds that:

- i. No Class member has objected;
- ii. The negotiations occurred at arm's-length;
- iii. The risk, expense, complexity and duration of further litigation weighs in favour of approval;
- iv. The amount offered in settlement is fair and adequate and worthy of approval;
- v. Class Counsel has extensive expertise in the area of class actions and is recommending the Settlement.

Fees

[21] The Court approves Quebec Class Counsel fees and disbursements as fair and reasonable based on its analysis of the following factors as set out in sections 3.08.01

⁹ Tremblay c. Lavoie, 2014 QCCS 4955, Vallée c. Hyundai Auto Canada Corp., 2014 QCCS 3778; Option Consommateurs c. Union canadienne (L'), compagnie d'assurances, 2013 QCCS 5505; Markus c. Reebok Canada inc., 2012 QCCS 3562; Conseil pour la protection des malades c. CHSLD Manoir Trinité, 2014 QCCS 2280; Richard c. Volkswagen Group Canada inc., 2012 QCCS 5534; Bouchard c. Abitibi-Consolidated Inc., (C.S.) Chicoutimi, dossier 150-06-000001-966, 15 juin 2004.

to 3.08.03 of the Code of ethics of advocates¹⁰, particularly with a view to the objectives of class proceedings (i.e. access to justice, judicial economy, behaviour modification) and the risks assumed by Class Counsel¹¹.

[22] Section 3.08.02 of the Code of ethics of advocates states:

“3.08.02. The fees are fair and reasonable if they are warranted by the circumstances and correspond to the professional services rendered. In determining his fees, the advocate must in particular take the following factors into account:

- (a) experience;
- (b) the time devoted to the matter;
- (c) the difficulty of the question involved;
- (d) the importance of the matter;
- (e) the responsibility assumed;
- (f) the performance of unusual professional services or professional services requiring exceptional competence or celerity;
- (g) the result obtained;
- (h) the judicial and extrajudicial fees fixed in the tariffs.”

[23] In particular, the Court finds that:

- i) The Settling Respondents are not objecting to Class Counsel’s fees in the amount requested, as appears from the Honda Settlement Agreement;
- ii) No Settlement Class member has objected to Class Counsel’s fees. The Notice disseminated to Settlement Class members stated that Class Counsel would be requesting Class Counsel fees;
- iii) The Mandate Agreements with the Petitioners provide that Quebec Class Counsel will receive the higher of 30% of the total value of the settlement or a multiplier of 3.5 times the total number of hours worked, plus disbursements and taxes. Quebec Class Counsel would have received higher fees through the multiplier option, nevertheless, the fees and disbursements sought are significantly less than those under the multiplier option;
- iv) The action involves complex legal issues and, in the absence of a settlement, would involve lengthy proceedings with an uncertain resolution and possible appeals;
- v) Class Counsel assumed all of the financial risks associated with initiating, financing, and maintaining the litigation;

¹⁰ RRQ, c. B-1, r. 1.

¹¹ *Lavoie c. Régie de l'assurance maladie du Québec*, 2013 QCCS 866.

vi) Quebec Class Counsel fees, at present, represent a 0.54 times multiplier on the actual time incurred, which is quite low in the circumstances¹²;

[24] This Judgment is based upon the foregoing findings of fact and conclusions of law, which are supported by the substantial evidence presented by the Parties hereto and the Settlement Class members, all of which the Court has considered and is in the record before the Court.

POUR CES MOTIFS, LE TRIBUNAL :

WHEREFORE, THE COURT:

[25] **ACCUEILLE** la présente requête;

[25] **GRANTS** the present motion;

[26] **ORDONNE** que, pour l'application du jugement, les définitions énoncées à la Convention de règlement Honda, R-1, s'appliquent et y sont incorporées par renvoi;

[26] **ORDERS** that for the purposes of this judgment, the definitions contained in the Honda Settlement Agreement, R-1, shall apply and are incorporated by reference;

[27] **AUTORISE** l'exercice de ce recours collectif contre les Intimées Honda Canada Inc. et American Honda Motor Co., Inc. pour les fins d'un règlement hors cour seulement, sous réserve des conditions de la Convention de règlement, R-1, sans préjudice aux droits des Intimées non-participant au règlement;

[27] **AUTHORIZES** the bringing of a class action against Respondents Honda Canada Inc. and American Honda Motor Co., Inc. for the purposes of settlement only, subject to the terms of the Settlement Agreement, R-1, without prejudice to the rights of the Non-Settling Respondents;

[28] **ATTRIBUE** aux Requérants le statut de représentant du groupe ci-après décrit comme suit :

[28] **ASCRIBES** to the Petitioners the status of representative of the group herein described as:

« Toutes les personnes résidant au Québec qui ont acheté des tondeuses à gazon au Canada durant la période de ce recours, à l'exception des personnes exclues. »

"All persons in Quebec who purchased Lawn Mowers in Canada during the Class Period, except the Excluded Persons."

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

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

« Est-ce que les Défendeurs, ou l'un ou l'autre d'entre eux, ont conspiré et/ou se sont entendus entre eux pour fixer, maintenir, augmenter ou stabiliser les prix des tondeuses à gazon au Canada pendant la Période du Groupe? »

"Did the Defendants, or any of them, conspire and/or agree with each other to fix, maintain, raise or stabilize the prices of Lawn Mowers in Canada during the Class Period?"

[30] **DÉCLARE** que la Convention de règlement Honda, R-1, constitue une transaction

[30] **DECLARES** that the Honda Settlement Agreement, R-1, constitutes a transaction

¹² *Guilbert c. Sony BMG Musique (Canada) inc.*, 2007 QCCS 432; *Sony BMG Musique (Canada) inc. c. Guilbert*, 2009 QCCA 231; *Sonego c. Danone inc.*, 2013 QCCS 2616.

transaction au sens des articles 2631 et suivant du *Code civil du Québec*, obligeant toutes les parties et tous les Membres du recours collectif qui ne se sont pas exclus en temps acceptable;

[31] **DÉCLARE** que l'ensemble de la Convention de règlement Honda, R-1, fait partie intégrale du présent jugement;

[31] **DECLARES** that the Honda Settlement Agreement, R-1, in its entirety is an integral part of this judgment;

[32] **DÉCLARE** que la Convention de règlement Honda, R-1, est valide, équitable et raisonnable, et dans le meilleur intérêt des Membres du Groupe de règlement, des Requéranants et des Intimées qui participent au règlement;

[32] **DECLARES** that the Honda Settlement Agreement, R-1, is valid, fair, reasonable and in the best interest of the Settlement Class members, the Petitioners and the Settling Respondents;

[33] **APPROUVE** la Convention de règlement Honda, R-1, en accord avec l'article 1025 du Code de procédure civile;

[33] **APPROVES** the Honda Settlement Agreement, R-1, in accordance with article 1025 of the *Code of Civil Procedure*;

[34] **ORDONNE** aux parties et aux Membres du Groupe de règlement, sauf ceux exclus conformément à la Convention de règlement Honda, R-1, et au présent jugement, de se conformer aux termes et conditions de la Convention de règlement Honda, R-1;

[34] **ORDERS** the parties and the Settlement Class members, with the exception of those who are excluded in accordance with the terms and conditions of the Honda Settlement Agreement, R-1, and with this judgment, to abide by the terms and conditions of the Honda Settlement Agreement, R-1;

[35] **ORDONNE** que les prélèvements du Fonds d'aide aux recours collectifs soient effectués seulement sur chaque réclamation faite par les membres résidant au Québec, telle que prévue à la Convention de règlement Honda, R-1, et soient remis conformément à la *Loi sur le recours collectifs*, et le *Règlement sur le pourcentage prélevé par le Fonds d'aide aux Recours collectifs*;

[35] **ORDERS** that the levies by the *Fonds d'aide aux recours collectifs* be collected only on each claim made by Quebec residents, as provided for in the Honda Settlement Agreement, R-1, and be remitted according to the *Loi sur le recours collectifs*, and the *Règlement sur le pourcentage prélevé par le Fonds d'aide aux recours collectifs*;

[36] **APPROUVER** le versement aux Procureurs des Requéranants des honoraires légaux et débours d'un montant de 35,420.75\$ plus les taxes applicables;

[36] **APPROVE** the payment to Quebec Class Counsel of its legal fees and disbursements in the amount of \$35,420.75 plus applicable taxes;

[37] **ORDONNE** et **DÉCLARE** que chaque membre du groupe de règlement qui n'a pas valablement exclu du groupe sera considéré comme ayant donné une quittance complète, générale et finale aux Intimées qui participent au règlement en égard des réclamations quittancées;

[37] **ORDERS** and **DECLARES** that each Settlement Class member that did not opt-out of the group will be deemed to have given discharge and to have given a complete, comprehensive and final release to the Settling Respondents with respect to the Released Claims;

[38] **ORDONNE** et **DÉCLARE** qu'à l'arrivée de la date d'effet, les Intimées qui participent au règlement aura donné quittance et sera réputée, de manière concluante, avoir donné quittance complète et pour toujours à chacune des autres parties quittancées à l'égard de toutes les réclamations pour contribution et dédommagement eu égard aux réclamations quittancées;

[38] **ORDERS** and **DECLARES** that on the Effective Date, the Settling Respondents are granted discharge and will be deemed conclusively to have given full release and forever with each other and with respect to any claims for indemnification and contribution with respect to the Released Claims;

[39] **DÉCLARE** que, par la Convention de règlement Honda, R-1, les requérants et les membres du groupe de règlement renoncent expressément aux bénéfices de la solidarité envers les Intimées non-participant au règlement;

[39] **DECLARES** that, by the Honda Settlement Agreement, R-1, the Petitioners and Members of the Settlement Class expressly waive the benefits of solidarity with the Non-Settling Respondents;

[40] **DÉCLARE** que les requérants et les membres du groupe de règlement devront dorénavant limiter leur réclamation à l'égard des Intimées non-participant au règlement pour les dommages qui peuvent être causés par ou être attribuables à leurs ventes, incluant les dommages punitifs, si c'est le cas, et, pour plus de certitude, ils ne pourront réclamer aucun dommages compensatoires, punitifs ou autre dommages causés par ou attribuable aux ventes faites par les Intimées qui participent au règlement, et ce, de quelque façon que ce soit. Pour plus de certitude, les requérants et les membres du groupe de règlement devront limiter leur réclamation contre les Intimées non-participant au règlement et auront le droit de récupérer des dommages des Intimées non-participant au règlement, seules les réclamations pour dommages, coûts et intérêts liés à la responsabilité proportionnelle des Intimées non-participant au règlement, envers les requérants et les membres du groupe de règlement, s'il y a lieu;

[40] **DECLARES** that the Petitioners and the members of the Settlement Class will now limit their claim as to only the Non-Settling Respondents for damages that may be caused by or attributed to their sales, including punitive damages, if any, and, for greater certainty, they cannot claim any compensatory, punitive or other damages caused by or attributable to the sales of the Settling Respondents in any way whatsoever. For greater certainty, the Petitioners and the members of the settlement class shall limit their claim against the Non-Settling Respondents to, and shall be entitled to recover from the Non-Settling Respondents, only those claims for damages, costs and interest attributable to the Non-Settling Respondents' Proportionate Liability to the Petitioners and the members of the settlement class, if any;

[41] **DÉCLARE** que les Intimées qui participent au règlement seront considérées comme ayant complètement et pour toujours et absolument libéré par les Intimées non-participant au règlement de toutes les réclamations;

[41] **DECLARES** that the Settling Respondents will be considered as having completely, forever and absolutely been released by the Non-Settling Respondents of all claims;

[42] **DÉCLARE** que tout recours en garantie ou autre mise en cause pour obtenir une

[42] **DECLARES** that all actions in warranty or otherwise to obtain a contribution or indemnity

contribution ou une indemnité des Intimées qui participent au règlement ou se rapportant aux réclamations quittancées, est irrecevable et non avenu dans le cadre du présent dossier;

[43] **DÉCLARE** que les droits des Intimées non-participant au règlement d'interroger les Intimées qui participent au règlement seront régis par les règles du Code de procédure civile;

[43] **DECLARES** that the rights of Non-Settling Respondents to examine the Settling Respondents will be governed by the rules contained in the *Code of Civil Procedure*;

[44] **ORDONNE** que toute somme octroyée selon la Convention de règlement Honda, R-1 soit détenue en fidéicommiss par les procureurs du groupe, au bénéfice du groupe jusqu'à ce qu'un jugement soit rendu par cette cour à la suite de la présentation d'une requête à cet effet, après avoir été signifiée aux Intimées qui participent au règlement;

[44] **ORDERS** that the Settlement Amount be held in trust by Class Counsel for the benefit of the Class until a judgment is rendered by the court after the presentation of a petition to that effect, after having notified the Settling Respondents;

[45] **DÉCLARE** que les Intimées qui participent au règlement n'ont aucune responsabilité ni implication quant à l'administration de la Convention de règlement Honda, R-1;

[45] **DECLARES** that the Settling Respondents have no responsibility or involvement in the administration of the Honda Settlement Agreement, R-1;

[46] **RÉSERVE** le droit des parties de s'adresser au tribunal pour solutionner quelque litige que ce soit découlant de la Convention de règlement Honda, R-1;

[46] **RESERVES** the right of parties to ask the Court to settle any dispute arising from the Honda Settlement Agreement, R-1;

[47] **COMMANDE** et **JUGE** que ce recours collectif soit et est par la présente réglés contre les Intimées qui participent au règlement, sans frais et de façon à force de chose jugée;

[47] **ORDERs** and **ADJUDGES** that this class action be and is hereby settled against the Settling Respondents without costs and with prejudice;

[48] **ORDONNE** que, sous réserve des dispositions présentes, le présent jugement n'affecte pas les réclamations ou causes d'action d'un membre du groupe a ou peut avoir des Intimées non-participant au règlement;

[48] **ORDERS** that, except as provided herein, this Judgment does not affect any claims or causes of action that any Class member has or may have against the Non-Settling Respondents in this action;

[49] **ORDONNE** que le présent Jugement est sans préjudice aux droits et aux défenses des Intimées non-participant au règlement et nul ne peut référer, en tout ou en partie, au présent Jugement, ni aux motifs qui y sont cités contre les Intimées non-participant au règlement, sauf dans la mesure nécessaire pour faire respecter le présent jugement;

[49] **ORDERS** that this Judgment shall be entirely without prejudice to the rights and defences of the Non-Settling Respondents in this class action and no person may cite or refer to all or any part of this Judgment and any reasons given by the Court in connection with this Judgment as against any of the Non-Settling Respondents, except as is necessary to enforce this Judgment;

[50] **ORDONNE** sans limitation de ce qui précède, que rien dans ce jugement sera interprétée comme une admission par les Intimées non-participant au règlement de toutes les allégations de fait ou de droit invoqué par les Requérants dans ce recours collectif;

[50] **ORDERS** without limitation to the foregoing, that nothing in this Judgment shall be construed as an admission by the Non-Settling Respondents to any allegations of fact or law asserted by the Petitioners in this action;

[51] **ORDONNE** qu'un exemplaire du présent jugement soit affiché sur le site web des Procureurs du Groupe;

[51] **ORDERS** that a copy of this Judgment shall be posted on Class Counsels' website;

[52] **ORDONNE** qu'une version traduite de la Convention de règlement Honda, R-1 soit disponible pour fins de consultation par les Membres du Groupe de règlement tel qu'indiqué dans l'Avis;

[52] **ORDERS** that a translated version of the Honda Settlement Agreement, R-1 be made available to Settlement Class members as per the Pre-Approval Notice for consultation purposes;

[53] **DÉCLARE** que la version anglaise de la Convention de règlement Honda, R-1 constitue l'entente entre les parties et que dans l'éventualité d'un conflit quant à son interprétation ou son application, la version anglaise aura préséance sur la traduction française;

[53] **DECLARES** that the English version of the Honda Settlement Agreement, R-1 is the true agreement between the parties and shall prevail over the French translation in the event of any contradiction between the two;

[54] **DÉCLARE** que dans le cas de divergence entre les conclusions françaises et anglaises de ce jugement, la version française prévaudra;

[54] **DECLARES** that in the case of any discrepancy between the French and English conclusions of this judgment, the French version will prevail;

[55] **LE TOUT**, sans frais.

[55] **THE WHOLE**, without costs.


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Date of hearing: November 5, 2015