

COUR SUPÉRIEURE
(Chambre des actions collectives)

CANADA
PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL

N° : 500-06-000632-121

DATE : LE 26 SEPTEMBRE 2018

SOUS LA PRÉSIDENTE DE : L'HONORABLE GÉRARD DUGRÉ, J.C.S.

OPTION CONSOMMATEURS

Représentante

c.

LG CHEM LTD. *et al.*

Défenderesses

-et-

FONDS D'AIDE AUX ACTIONS COLLECTIVES

Mise en cause


JUGEMENT SUR LA DEMANDE POUR APPROBATION DE LA TRANSACTION SAMSUNG

- [1] **LE TRIBUNAL** est saisi d'une *Demande pour approbation de transactions et des honoraires et déboursés des Avocats de la Représentante*;
- [2] **CONSIDÉRANT** les allégations au soutien de la demande;
- [3] **CONSIDÉRANT** les pièces R-1 et R-3 à R-6;
- [4] **CONSIDÉRANT** les représentations faites par les parties lors de l'audition que le Tribunal fait siennes;
- [5] **CONSIDÉRANT** l'article 590 du *Code de procédure civile* du Québec;

POUR CES MOTIFS, LE TRIBUNAL :

- [6] **ACCUEILLE** la présente *Demande pour approbation de transactions et des honoraires et déboursés des Avocats de la Représentante*;
- [7] **DECLARES** that the definitions set forth in the Settlement Agreement, Exhibit R-1, apply to and are incorporated into this Judgment and, as a consequence, shall form an integral part thereof, being understood that the definitions are binding on the Parties to the Settlement Agreement;
- [8] **DECLARES** that in the event of a conflict between this Judgment and the Settlement Agreement, this Judgment shall prevail;
- [9] **APPROVES** the Settlement Agreement pursuant to Article 590 of the *Code of Civil Procedure* and **DECLARES** that, subject to all of the other provisions of this Judgment, the Settlement Agreement is valid, fair, reasonable and in the best interest of the Quebec Settlement Class Members, and constitutes a transaction within the meaning of Article 2631 of the *Civil Code of Quebec*, binding all Parties and all members described therein;
- [10] **DECLARES** that the Settlement Agreement shall be implemented in accordance with its terms, but subject to the terms of this Judgment;
- [11] **DECLARES** that, subject to the other provisions of this Judgment, the Settlement Agreement, in its entirety (including the preamble, the definitions, schedules and addendum), is attached to this Judgment as Schedule A and shall form an integral part of this Judgment;
- [12] **ORDERS AND DECLARES** that effective immediately upon the Effective Date, and in consideration of payment of the Settlement Amount, and for other valuable considerations set forth in the Settlement Agreement, the Releasors forever and absolutely release the Releasees and forever discharge the Releasees from the Released Claims that any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have;
- [13] **ORDERS AND DECLARES** that upon the Effective Date, the Quebec Proceeding shall be declared settled out of court, without costs as against the Settling Defendants and the Parties shall sign and file a notice of out of court settlement with the Quebec Court;
- [14] **DECLARES** that the Quebec Plaintiff and the Quebec Settlement Class Members expressly waive and renounce the benefit of solidarity against the Non-Settling Defendants or any other person with respect to the facts, deeds or other conduct of the Releasees relating to the Released Claims;

- [15] **DECLARES** that the Quebec Plaintiff and Quebec Settlement Class Members shall henceforth only be able to claim and recover damages, including punitive damages, interests and costs (including without limitation, judicial fees pursuant to the *Code of Civil Procedure*, and investigative costs claimed pursuant to section 36 of the *Competition Act*) attributable to the conduct of the Non-Settling Defendants, the sales by the Non-Settling Defendants, and/or other applicable measure of proportionate liability of the Non-Settling Defendants;
- [16] **DECLARES** that any claims in warranty or any other claim or joinder of parties to obtain any contribution or indemnity from the Releasees or relating to the Released Claims shall be inadmissible and void in the context of the Quebec Proceeding;
- [17] **DECLARES** that the ability of Non-Settling Defendants to seek discovery from the Settling Defendants shall be determined according to the provisions of the *Code of Civil Procedure*, and the Settling Defendants shall retain and reserve all of their rights to oppose such discovery under the *Code of Civil Procedure*;
- [18] **ORDERS AND DECLARES** that this Judgment, including the Settlement Agreement, shall be binding on every Quebec Settlement Class Member who has not validly opted-out of the action;
- [19] **DECLARES** that this Court retains an ongoing supervisory role for the purpose of implementing, administering and enforcing the Settlement Agreement, and subject to the terms and conditions set out in the Settlement Agreement;
- [20] **DECLARES** that this Court retains an exclusive jurisdiction over the Quebec Proceeding, the Parties thereto and Class Counsel Fees in this Proceeding;
- [21] **ORDERS** that this Judgment is contingent upon the approval of the Settlement Agreement by the Ontario Court in the Proceedings and the dismissal of the British Columbia Proceeding as against the Settling Defendants, and that this Judgment shall have no force and effect unless and until such an order and dismissal are made;
- [22] **LE TOUT** sans frais.



HONORABLE GÉRARD DUGRÉ, J.C.S.

Me Maxime Nasr
Me Keven Lapierre
BELLEAU LAPOINTE, S.E.N.C.R.L.
Pour la Demanderesse

Me Nicholas Rodrigo

DAVIES WARD PHILLIPS & VINEBERG

Pour les Défenderesses LG Chem Ltd. et LG Chem America Inc.

Me Vincent De L'Étoile

Me Annie Gallant

LANGLOIS AVOCATS

Pour les Défenderesses Panasonic Corporation, Panasonic Corporation of North America, Panasonic Canada Inc., Sanyo Electric Co. Ltd. et Sanyo North America Corporation

Me Céline Legendre

MCCARTHY TÉTRAULT

Pour les Défenderesses Sony Corporation, Sony of Canada Ltd., Sony Energy Devices Corporation et Sony Electronics Inc.

Me Robert J. Torralbo

Me Simon Seida

BLAKE CASSELS & GRAYDON

Pour les Défenderesses Samsung SDI Co. Ltd. et Samsung SDI America Inc.

ME FRIKIA BELOGBI

Pour la Mise en cause Fonds d'aide aux actions collectives