

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE MR.) Thursday, THE 30 DAY
)
)
JUSTICE BELOBABA) OF October, 2014



BETWEEN:

**SHERIDAN CHEVROLET CADILLAC LTD.,
PICKERING AUTO MALL LTD. and FADY SAMAHA**

Plaintiffs

- and -

FURUKAWA ELECTRIC CO. LTD., AMERICAN FURUKAWA INC., FUJIKURA LTD., FUJIKURA AMERICA INC., LEAR CORPORATION, LEONI AG, LEONI KABEL GMBH, SUMITOMO ELECTRIC INDUSTRIES, LTD., SEWS CANADA LTD., YAZAKI CORPORATION, YAZAKI NORTH AMERICA, INC., DENSO CORPORATION, DENSO INTERNATIONAL AMERICA, INC., TECHMA CORPORATION, DENSO MANUFACTURING CANADA, INC., DENSO SALES CANADA, INC., KYUNGSHIN-LEAR SALES AND ENGINEERING, LLC, LEONI WIRING SYSTEMS, INC., LEONISCHE HOLDING, INC., LEONI WIRE INC., LEONI ELOCAB LTD., SUMITOMO ELECTRIC WINTEC AMERICA, INC., SUMITOMO WIRING SYSTEMS, LTD., SUMITOMO ELECTRIC WIRING SYSTEMS, INC., K&S WIRING SYSTEMS, INC., SUMITOMO WIRING SYSTEMS (U.S.A.), INC., S-Y SYSTEMS TECHNOLOGIES EUROPE, GMBH, TOKAI RIKA CO., LTD., TRAM, INC., TRQSS, INC., G.S. ELECTECH, INC., G.S.W. MANUFACTURING, INC., G.S. WIRING SYSTEMS INC., CONTINENTAL AG, CONTINENTAL AUTOMOTIVE SYSTEMS US, INC., CONTINENTAL TIRE CANADA, INC. (FORMERLY KNOWN AS CONTINENTAL AUTOMOTIVE CANADA, INC.), FUJIKURA AUTOMOTIVE AMERICA LLC and LEONI BORDNETZ-SYSTEME GMBH

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**ORDER
- Wire Harness Claim -
(Consolidation)**

THIS MOTION made by the Plaintiffs for an Order to consolidate claims in Court File No. CV-12-446737-00CP (“Automotive Wire Harness Systems”) and Court File No. CV-14-

496994-00CP (“ECUs”), and to discontinue the within proceeding on a without costs and without prejudice basis as against the Defendants, Continental Automotive Systems US, Inc., Continental AG, and Continental Tire Canada, Inc., was heard on October 7, 2014 at Osgoode Hall, 130 Queen Street West, Toronto, Ontario.

ON READING the materials filed, and on hearing the submissions of counsel for the Plaintiffs and counsel for the Defendants:

1. **THIS COURT ORDERS** that the Order dated October 7, 2014 in the within action is hereby set aside;
2. **THIS COURT ORDERS** that the Automotive Wire Harness Systems and ECUs actions be consolidated and the consolidated action shall bear Court File No. CV-12-446737-00CP.
3. **THIS COURT ORDERS** that leave is hereby granted to issue, in the Automotive Wire Harness Systems action, a Second Fresh as Amended Consolidated Statement of Claim in the form attached as Schedule “A”.
4. **THIS COURT ORDERS** that leave is granted to omit the following defendants whose claims have been discontinued from the style of cause of the Second Fresh as Amended Statement of Claim:
 - (a) Sumitomo Electric Wintec America Inc.
 - (b) K&S Wiring Systems, Inc.
5. **THIS COURT ORDERS** that notwithstanding that leave is granted to issue the Second Fresh as Amended Consolidated Statement of Claim in the Automotive Wire Harness Systems action, the date on which a statement of claim was issued against any defendant is the date or dates of the relevant Automotive Wire Harness Systems and ECUs actions, and not the date of the Second Fresh as Amended Consolidated Statement of Claim.
6. **THIS COURT ORDERS** that the within proceeding be discontinued on a without costs and without prejudice basis as against the Defendants, Continental Automotive Systems US, Inc., Continental AG, and Continental Tire Canada, Inc.

7. **THIS COURT ORDERS** that this Order and any reasons given by the Court in connection thereto are without prejudice to any position, objection or defence the defendants may take or assert in this or in any other proceeding with respect to the statement of claim issued in this proceeding and the fresh as amended consolidated statement of claim to be issued hereunder (including, without limiting the generality of the foregoing, with respect to any statutory, common law, or equitable limitations issues or defences, jurisdictional issues, whether any of the aforesaid statements of claim satisfy the requirements of the *Class Proceedings Act, 1992*, S.O. 1992, c. 6 or whether the rules of pleading have been complied with).
8. **THIS COURT ORDERS** that this order is made without notice to the Defendants who have been served, but whose counsel have not formally appeared on the record.
9. **THIS COURT ORDERS** that notice under sections 19 and 29 of the *Class Proceedings Act, 1992*, S.O. 1992, c.6 is not required.

Date: October 30, 2014



The Honourable Justice Belobaba

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LE / DANS LE REGISTRE NO.

OCT 31 2014

AS DOCUMENT NO.:
À TITRE DE DOCUMENT NO.:
PER / PAR:



**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

Proceeding under the *Class Proceedings Act, 1992*

**ORDER
- Wire Harness Claim -
Motion to Consolidate**

Sotos LLP

Barristers and Solicitors
180 Dundas Street West, Suite 1200
Toronto, ON M5G 1Z8

Allan D.J. Dick LSUC # 24026W
David Sterns LSUC # 36274J
Jean-Marc Leclerc LSUC # 43974F
Tel: (416) 977-0007
Fax: (416) 977-0717

Siskinds LLP

Barristers & Solicitors
680 Waterloo Street
London, ON N6A 3V8

Andrea DeKay LSUC # 43818M
Linda Visser LSUC #52158I
Tel: (519) 672-2121
Fax: (519) 672-6065

Lawyers for the Plaintiffs

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

**SHERIDAN CHEVROLET CADILLAC LTD.,
PICKERING AUTO MALL LTD., and FADY SAMAHA**

Plaintiffs

- and -

**FURUKAWA ELECTRIC CO. LTD., AMERICAN FURUKAWA INC., FUJIKURA LTD.,
FUJIKURA AMERICA INC., FUJIKURA AUTOMOTIVE AMERICA LLC, LEAR
CORPORATION, KYUNGSHIN-LEAR SALES AND ENGINEERING, LLC, LEONI AG,
LEONI KABEL GMBH, LEONI WIRING SYSTEMS, INC., LEONISCHE HOLDING,
INC., LEONI WIRE INC., LEONI ELOCAB LTD., LEONI BORDNETZ-SYSTEME
GMBH, SUMITOMO ELECTRIC INDUSTRIES, LTD., SEWS CANADA LTD.,
SUMITOMO WIRING SYSTEMS, LTD., SUMITOMO ELECTRIC WIRING SYSTEMS,
INC., SUMITOMO WIRING SYSTEMS (U.S.A.), INC., YAZAKI CORPORATION,
YAZAKI NORTH AMERICA, INC., S-Y SYSTEMS TECHNOLOGIES EUROPE,
GMBH, DENSO CORPORATION, DENSO INTERNATIONAL AMERICA, INC.,
TECHMA CORPORATION, DENSO MANUFACTURING CANADA, INC., DENSO
SALES CANADA, INC., TOKAI RIKA CO., LTD., TRAM, INC., TRQSS, INC., G.S.
ELECTECH, INC., G.S.W. MANUFACTURING, INC., G.S. WIRING SYSTEMS INC.,
MITSUBISHI ELECTRIC CORPORATION, MITSUBISHI ELECTRIC AUTOMOTIVE
AMERICA, INC., MITSUBISHI ELECTRIC SALES CANADA INC., HITACHI, LTD.,
HITACHI AUTOMOTIVE SYSTEMS, LTD., and HITACHI AUTOMOTIVE SYSTEMS
AMERICAS, INC.**

Defendants

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

**SECOND FRESH AS AMENDED CONSOLIDATED STATEMENT OF CLAIM
(Automotive Wire Harness Systems)**

TO THE DEFENDANTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiffs. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiffs' lawyers or, where the plaintiffs do not have a lawyer, serve it on the plaintiffs, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU.

If you wish to defend this proceeding but are unable to pay legal fees, legal aid may be available to you by contacting a local Legal Aid office.

Date:

Issued by: _____
Local Registrar

Address of Court Office:

Superior Court of Justice
393 University Ave., 10th Floor
Toronto, ON M5G 1E6

TO: FURUKAWA ELECTRIC CO. LTD.
Marunouchi Nakadori Bldg., 2-3, Marunouchi 2-chome,
Chiyodaku, Tokyo, 100-8322, Japan

AND TO: AMERICAN FURUKAWA INC.
47677 Galleon Drive
Plymouth, Michigan, 48170, USA

AND TO: FUJIKURA LTD.
1-5-1, Kiba,
Koto -ku, Tokyo , 135-8512, Japan

- AND TO : FUJIKURA AMERICA INC.**
3150-A Coronado Drive
Santa Clara, California, 95054, USA
- AND TO: FUJIKURA AUTOMOTIVE AMERICA LLC.**
25865 Meadowbrook Road
Novi, MI 48375, USA
- AND TO: LEAR CORPORATION**
21557 Telegraph Road
Southfield, Michigan, 48033, USA
- AND TO: KYUNGSHIN-LEAR SALES AND ENGINEERING, LLC**
1 Meadowcraft Parkway Craig Industrial Park
Selma, Alabama, 36701-1812, USA
- AND TO: LEONI AG**
Marienstrasse 7
90402 Nuremberg, Germany
- AND TO: LEONI KABEL GMBH**
Stieberstrabe 5
91154 Roth, Germany
- AND TO: LEONI WIRING SYSTEMS, INC.**
2861 North Flowing Wells Road, Suite 121
Tucson, Arizona, 85705, USA
- AND TO: LEONISCHE HOLDING, INC.**
2861 North Flowing Wells Road, Suite 121
Tucson, Arizona, 85705, USA
- AND TO: LEONI WIRE INC.**
301 Griffith Road
Chicopee, Massachusetts, 01022, USA
- AND TO: LEONI ELOCAB LTD.**
258 McBrine Drive
Kitchener, ON, N2R 1H8, Canada
- AND TO: LEONI BORDNETZ-SYSTEME GMBH**
Flugplatzstrasse 74
97318 Kitzingen, Germany
- AND TO: SUMITOMO ELECTRIC INDUSTRIES, LTD.**
5-33, Kitahama 4-chome,
Chuo-ku, Osaka, Japan

- AND TO: SEWS CANADA LTD.**
8771 George Bolton Parkway
Bolton, ON L7E 2X8, Canada
- AND TO: SUMITOMO WIRING SYSTEMS, LTD.**
1-14 Nishisuehiro-cho
Yokkaichi, Mie 510-8503, Japan
- AND TO: SUMITOMO ELECTRIC WIRING SYSTEMS, INC.**
1018 Ashley Street
Bowling Green, Kentucky, 42103, USA
- AND TO: SUMITOMO WIRING SYSTEMS (U.S.A.), INC.**
39555 Orchard Hill Place Suite L60
Novi, Michigan, 48375-5523, USA
- AND TO: YAZAKI CORPORATION**
17th Floor, Mita-Kokusai Bldg., 4-28 Mita 1-chome
Minato-ku, Tokyo, 108-8333, Japan
- AND TO: YAZAKI NORTH AMERICA, INC.**
6801 Haggerty Road
Canton, Michigan, 48187, USA
- AND TO: S-Y SYSTEMS TECHNOLOGIES EUROPE, GMBH**
Im Gewerbepark B32,
D-93059, Regensburg, Germany
- AND TO: DENSO CORPORATION**
1 - 1, Showa-cho
Kariya, Aichi, 448-8661, Japan
- AND TO: DENSO INTERNATIONAL AMERICA, INC.**
24777 Denso Drive
Southfield, Michigan, 48033, USA
- AND TO: TECHMA CORPORATION**
3-1 Himegaoka, |
Kani, Gifu 509-0249, Japan
- AND TO: DENSO MANUFACTURING CANADA, INC.**
900 Southgate Drive
Guelph, ON, N1L 1K1, Canada
- AND TO: DENSO SALES CANADA, INC.**
195 Brunel Road
Mississauga, ON, L4Z 1X3, Canada

- AND TO: TOKAI RIKA CO., LTD.**
3-260 Toyota
Oguchi-cho, Niwa-gun, Aichi 480-0195, Japan
- AND TO: TRAM, INC.**
47200 Port Street
Plymouth, Michigan 48170, USA
- AND TO: TRQSS, INC.**
255 Patillo Road,
Tecumseh, ON, N8N 2L9, Canada
- AND TO: G.S. ELECTECH, INC.**
Yoshiwara Hirako 58-1
Toyota City, Aichi, Japan
- AND TO: G.S.W. MANUFACTURING, INC.**
1801 Production Drive
Findlay, Ohio, 45840, USA
- AND TO: G.S. WIRING SYSTEMS INC.**
1801 Production Drive
Finlay, OH, 45840-5446, USA
- AND TO: MITSUBISHI ELECTRIC CORPORATION**
Tokyo Building, 2-7-3,
Marunouchi, Chiyoda-ku, Tokyo, 100-8310, Japan
- AND TO: MITSUBISHI ELECTRIC AUTOMOTIVE AMERICA, INC.**
4773 Bethany Road
Mason, Ohio 45040, USA
- AND TO: MITSUBISHI ELECTRIC SALES CANADA INC.**
4299 14th Avenue
Markham, Ontario L3R 0J2
- AND TO: HITACHI, LTD.**
6-6, Marunouchi 1-chome
Chiyoda-ku, Tokyo 100-8280, Japan
- AND TO: HITACHI AUTOMOTIVE SYSTEMS, LTD.**
2-1, Otemachi 2-chom
Chiyoda-ku, Tokyo 100-0004, Japan
- AND TO: HITACHI AUTOMOTIVE SYSTEMS AMERICAS, INC.**
955 Warwick Rd.
Harrodsburg, Kentucky 40330, USA

CLAIM

1. The plaintiffs claim on their own behalf and on behalf of other members of the Proposed Class (as defined in paragraph 8 below):

- (a) A declaration that the defendants conspired and agreed with each other and other unknown co-conspirators to rig bids and fix, raise, maintain, or stabilize the price of Automotive Wire Harness Systems (as defined in paragraph 4 below) sold in North America and elsewhere during the Class Period (as defined in paragraph 8 below);
- (b) A declaration that the defendants and their co-conspirators did, by agreement, threat, promise or like means, influence or attempt to influence upwards, or discourage or attempt to discourage the reduction of the price at which Automotive Wire Harness Systems were sold in North America and elsewhere during the Class Period;
- (c) Damages or compensation in an amount not exceeding \$500,000,000:
 - (i) for loss and damage suffered as a result of conduct contrary to Part VI of the *Competition Act*, RSC 1985, c C-34 ("*Competition Act*");
 - (ii) for civil conspiracy;
 - (iii) for unjust enrichment; and
 - (iv) for waiver of tort;
- (d) Punitive, exemplary and aggravated damages in the amount of \$50,000,000;

- (e) Pre-judgment interest in accordance with section 128 of the *Courts of Justice Act*, RSO 1990, c C.43 ("*Courts of Justice Act*"), as amended;
- (f) Post-judgment interest in accordance with section 129 of the *Courts of Justice Act*;
- (g) Investigative costs and costs of this proceeding on a full-indemnity basis pursuant to section 36 of the *Competition Act*; and
- (h) Such further and other relief as this Honourable Court deems just.

Summary of Claim

2. This action arises from a conspiracy to fix, raise, maintain or stabilize prices, rig bids and allocate the market and customers in North America and elsewhere for Automotive Wire Harness Systems used in automobiles and other light-duty vehicles. The unlawful conduct occurred from at least as early as January 1, 1999 and continued until at least March 1, 2010 and impacted prices for several years thereafter. The unlawful conduct was targeted at the automotive industry, raising prices to all members of the Proposed Class.

3. As a direct result of the unlawful conduct alleged herein, the plaintiffs and other members of the Proposed Class paid artificially inflated prices for Automotive Wire Harness Systems and/or new vehicles containing Automotive Wire Harness Systems manufactured, marketed, sold and/or distributed during the Class Period and have thereby suffered losses and damages.

4. Automotive Wire Harness Systems are electrical distribution systems used to direct and control electronic components, wiring, and circuit boards in an automotive vehicle. The term "Automotive Wire Harness Systems" as used herein includes the following: wire harnesses,

automotive electrical wiring, lead wire assemblies, cable bond, automotive wiring connectors, automotive wiring terminals, high voltage wiring, electronic control units, electrical boxes, fuse boxes, relay boxes, junction blocks, speed sensor wire assemblies, and power distributors.

The Plaintiffs

5. The plaintiff, Sheridan Chevrolet Cadillac Ltd. (“**Sheridan**”), was an automotive dealer in Pickering, Ontario pursuant to a Dealer Sales and Service Agreement with General Motors of Canada Limited (“**GMCL**”) from 1977 to 2009.

6. The plaintiff, Pickering Auto Mall Ltd. (“**Pickering**”), was an automotive dealer in Pickering, Ontario pursuant to a Dealer Sales and Service Agreement with GMCL from 1989 to 2009.

7. The plaintiff, Fady Samaha, a resident of Newmarket, Ontario, purchased a new Honda Civic in 2009.

8. The plaintiffs seek to represent the following class (the “**Proposed Class**”):

All Persons in Canada who purchased an Automotive Wire Harness System;^{1,2} or who purchased and/or leased a new Automotive Vehicle³ containing an Automotive Wire Harness System during the Class Period.⁴ Excluded from the class are the defendants, their parent companies, subsidiaries, and affiliates.

¹ Automotive Wire Harness Systems means electrical distribution systems used to direct and control electronic components, wiring, and circuit boards in an Automotive Vehicle, and includes wire harnesses, automotive electrical wiring, lead wire assemblies, cable bond, automotive wiring connectors, automotive wiring terminals, high voltage wiring, electronic control units, electrical boxes, fuse boxes, relay boxes, junction blocks, speed sensor wire assemblies, and power distributors.

² Automotive Wire Harness Systems purchased for repair or replacement in an Automotive Vehicle are excluded from the Class.

³ Automotive Vehicle means passenger cars, SUVs, vans, light trucks (up to 10,000 lbs).

⁴ Class Period means between January 1, 1999 and March 1, 2010.

The Defendants

Furukawa Defendants

9. The defendant, Furukawa Electric Co. Ltd. ("**Furukawa Electric**"), is a Japanese corporation. During the Class Period, Furukawa Electric manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems to customers throughout Canada either directly or indirectly through its predecessors, affiliates and/or subsidiaries, including the defendant American Furukawa Inc. ("**American Furukawa**").

10. American Furukawa is an American corporation with its principal place of business in Plymouth, Michigan. During the Class Period, American Furukawa manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems to customers throughout Canada either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries. American Furukawa is owned and controlled by Furukawa Electric.

11. The business of each of Furukawa Electric and America Furukawa is inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacture, market, sale and/or distribution of Automotive Wire Harness Systems in Canada and for the purposes of the conspiracy described hereinafter. Furukawa Electric and American Furukawa are hereinafter collectively referred to as "**Furukawa**".

Fujikura Defendants

12. The defendant Fujikura Ltd. is a Japanese corporation. During the Class Period, Fujikura Ltd. manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems to customers throughout Canada, either directly or indirectly through its predecessors, affiliates and subsidiaries, including the defendants Fujikura America Inc. (“**Fujikura America**”) and Fujikura Automotive America LLC (“**Fujikura America LLC**”).

13. Fujikura America is an American corporation with its principal place of business in Santa Clara, California. During the Class Period, Fujikura America manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries. Fujikura America is owned and controlled by Fujikura Ltd.

14. Fujikura America LLC is a Delaware corporation with its headquarters in Novi, Michigan. During the Class Period, Fujikura America LLC manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries. Fujikura America LLC is owned and controlled by Fujikura Ltd.

15. The business of each of Fujikura Ltd., Fujikura America and Fujikura America LLC is inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacture, market, sale and/or distribution of Automotive Wire Harness Systems in Canada and for the purposes of the conspiracy described hereinafter. Fujikura Ltd., Fujikura America and Fujikura America LLC are hereinafter collectively referred to as “**Fujikura**”.

Lear Defendants

16. The defendant, Lear Corporation (“**Lear**”), is an American corporation with its principal place of business in Southfield, Michigan. During the Class Period, Lear manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems to customers throughout Canada, either directly or indirectly through its predecessors, affiliates and/or subsidiaries.

17. Lear filed for bankruptcy protection under Chapter 11 of the United States Bankruptcy Code (“**Chapter 11**”) on July 7, 2009. On July 9, 2009, the Ontario Superior Court of Justice recognized the Chapter 11 proceedings as “foreign proceedings” under s. 18.6(1) of the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36. After its emergence from Chapter 11 bankruptcy proceedings on November 9, 2009, and the Ontario Superior Court’s recognition of the U.S. bankruptcy proceedings, Lear continued to sell Automotive Wire Harness Systems and continued its participation in the conspiracy alleged herein.

Kyungshin Defendant

18. Kyungshin-Lear Sales and Engineering, LLC (“**Kyungshin**”) is an American corporation with its principal place of business in Selma, Alabama. Kyungshin is a joint venture between Lear and Kyungshin Corporation of South Korea. During the Class Period, Kyungshin manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries.

Leoni Defendants

19. The defendant, Leoni AG (“**Leoni AG**”), is a German corporation with its principal place of business in Nuremberg, Germany. During the Class Period, Leoni AG manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems to customers throughout Canada, either directly or indirectly through its predecessors, affiliates and/or subsidiaries, Leoni Kabel GmbH (“**Leoni Kabel**”), Leoni Wiring Systems, Inc. (“**Leoni Wiring**”), Leonische Holding, Inc. (“**Leonische**”), Leoni Wire Inc. (“**Leoni Wire**”), Leoni Elocab Ltd. (“**Leoni Elocab**”), and Leoni Bordnetz-Systeme GmbH (“**Leoni Bordnetz**”).

20. Leoni Kabel is a German corporation with its principal place of business in Roth, Germany. During the Class Period, Leoni Kabel manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates or subsidiaries. Leoni Kabel is owned and controlled by Leoni AG.

21. Leoni Wiring is an American corporation with its principal place of business in Tucson, Arizona. During the Class Period, Leoni Wiring Systems manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries. Leoni Wiring Systems is owned and controlled by Leoni AG.

22. Leonische is an American corporation with its principal place of business in Tucson, Arizona. During the Class Period, Leonische manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems to customers throughout Canada, either directly or indirectly

through the control of its predecessors, affiliates and/or subsidiaries. Leonische is owned and controlled by Leoni AG.

23. Leoni Wire is an American corporation with its principal place of business in Massachusetts. During the Class Period, Leoni Wire manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries. Leoni Wire is owned and controlled by Leoni AG.

24. Leoni Elocab is incorporated under the laws of Ontario and has its principal place of business in Kitchener, Ontario. During the Class Period, Leoni Elocab manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries. Leoni Elocab is owned and controlled by Leoni AG.

25. Leoni Bordnetz is a German corporation with its principal place of business in Kitzingen, Germany. During the Class Period, Leoni Bordnetz manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates or subsidiaries. Leoni Bordnetz is owned and controlled by Leoni AG.

26. The business of each of Leoni AG, Leoni Kabel, Leoni Wiring, Leonische, Leoni Wire, Leoni Elocab and Leoni Bordnetz is inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacture, market, sale and/or distribution of Automotive Wire Harness Systems in Canada and for the purposes of the conspiracy described

hereinafter. Leoni AG, Leoni Kabel, Leoni Wiring, Leonische, Leoni Wire, Leoni Elocab and Leoni Bordnetz are hereinafter collectively referred to as “**Leoni**”.

Sumitomo Defendants

27. The defendant, Sumitomo Electric Industries, Ltd. (“**Sumitomo Electric**”), is a Japanese corporation. During the Class Period, Sumitomo Electric manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems to customers throughout Canada, either directly or indirectly through its predecessors, affiliates and/or subsidiaries, including the defendants SEWS Canada Ltd. (“**SEWS**”), Sumitomo Wiring Systems, Ltd. (“**Sumitomo Wiring**”), Sumitomo Electric Wiring Systems, Inc. (“**Sumitomo Electric Wiring**”), and Sumitomo Wiring Systems (U.S.A.), Inc. (“**Sumitomo USA**”).

28. SEWS is an Ontario corporation with its registered office and principal place of business in Bolton, Ontario. SEWS is a subsidiary or affiliate of Sumitomo Wiring Systems, Ltd., which is owned and controlled by Sumitomo Electric. During the Class Period, SEWS manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries.

29. Sumitomo Wiring is a Japanese corporation. During the Class Period, Sumitomo Wiring manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries. Sumitomo Wiring is owned and controlled by Sumitomo Electric.

30. Sumitomo Electric Wiring is an American corporation with its principal place of business in Bowling Green, Kentucky. Sumitomo Electric Wiring is a joint venture between Sumitomo Electric and Sumitomo Wiring. During the Class Period, Sumitomo Electric Wiring manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries.

31. Sumitomo USA is an American corporation with its principal place of business in Novi, Michigan. Sumitomo USA is a joint venture between Sumitomo Electric and Sumitomo Wiring. During the Class Period, Sumitomo USA manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries.

32. The business of each of Sumitomo Electric, SEWS, Sumitomo Wiring, Sumitomo Electric Wiring, and Sumitomo USA is inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacture, market, sale and/or distribution of Automotive Wire Harness Systems in Canada and for the purposes of the conspiracy described hereinafter. Sumitomo Electric, SEWS, Sumitomo Wiring, Sumitomo Electric Wiring, and Sumitomo USA are hereinafter collectively referred to as “**Sumitomo**”.

Yazaki Defendants

33. The defendant, Yazaki Corporation (“**Yazaki Corp.**”), is a Japanese corporation. During the Class Period, Yazaki Corp. manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems to customers throughout Canada, either directly or indirectly through its

predecessors, affiliates and/or subsidiaries, including the defendants Yazaki North America, Inc. (“**Yazaki NA**”) and S-Y Systems Technologies Europe GmbH (“**S-Y Systems**”).

34. Yazaki NA is an American corporation with its principal place of business in Canton Township, Michigan. During the Class Period, Yazaki NA manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries. Yazaki NA is owned and controlled by Yazaki Corp.

35. S-Y Systems is a German corporation. During the Class Period, S-Y Systems manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries. S-Y Systems is owned and controlled by Yazaki Corp.

36. S-Y Systems Technologies America, LLC (“**S-Y America**”) was formerly an American corporation and had its principal place of business in Dearborn, Michigan. During the Class Period, S-Y America manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries. S-Y America was owned and controlled by Yazaki Corporation. S-Y America merged with and became part of Yazaki NA effective December 31, 2005.

37. The business of each of Yazaki Corp., Yazaki NA, and S-Y Systems is inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacture, market, sale and/or distribution of Automotive Wire Harness Systems in Canada and

for the purposes of the conspiracy described hereinafter. Yazaki Corp., Yazaki NA, and S-Y Systems are hereinafter collectively referred to as “**Yazaki**”.

Denso Defendants

38. The defendant, Denso Corporation (“**Denso Corp.**”), is a Japanese corporation. During the Class Period, Denso Corp. manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems to customers throughout Canada, either directly or indirectly through its predecessors, affiliates and/or subsidiaries, including the defendants Denso International America, Inc. (“**Denso International**”), Techma Corporation (“**Techma**”), Denso Manufacturing Canada, Inc. (“**Denso Manufacturing**”) and Denso Sales Canada, Inc. (“**Denso Sales**”).

39. Denso International is an American corporation and has its principal place of business in Southfield, Michigan. During the Class Period, Denso International manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries. Denso International is owned and controlled by Denso Corp.

40. Techma is a Japanese corporation and has its principal place of business in Gifu, Japan. During the Class Period, Techma manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries. Techma is owned and controlled by Denso Corp.

41. Denso Manufacturing is a Canadian corporation and has its principal place of business in Guelph, Ontario. During the Class Period, Denso Manufacturing manufactured, marketed, sold,

and/or distributed Automotive Wire Harness Systems to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries. Denso Manufacturing is owned and controlled by Denso Corp.

42. Denso Sales is a Canadian corporation and has its principal place of business in Mississauga, Ontario. During the Class Period, Denso Sales manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries. Denso Sales is owned and controlled by Denso Corp.

43. The business of each of Denso Corp., Denso International, Techma, Denso Manufacturing, and Denso Sales is inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacture, market, sale and/or distribution of Automotive Wire Harness Systems in Canada and for the purposes of the conspiracy described hereinafter. Denso Corp., Denso International, Techma, Denso Manufacturing, and Denso Sales are hereinafter collectively referred to as “**Denso**”.

Tokai Rika Defendants

44. The defendant, Tokai Rika Co., Ltd. (“**Tokai Rika Co.**”), is a Japanese corporation with its principal place of business in Niwa-gun, Japan. During the Class Period, Tokai Rika Co. manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems to customers throughout Canada, either directly or indirectly through its predecessors, affiliates and/or subsidiaries, including the defendants, TRAM, Inc. (“**TRAM**”) and TRQSS, Inc. (“**TRQSS**”).

45. TRAM is an American corporation with its principal place of business in Plymouth, Michigan. During the Class Period, TRAM manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries. TRAM is owned and controlled by Tokai Rika Co.

46. TRQSS, formerly known as Tokai Rika QSS, is a Canadian corporation with its principal place of business in Tecumseh, Ontario. TRQSS is a subsidiary of Tokai Rika Co. During the Class Period, TRQSS manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries. TRQSS is owned and controlled by Tokai Rika Co.

47. The business of each of Tokai Rika Co., TRAM, and TRQSS is inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacture, market, sale and/or distribution of Automotive Wire Harness Systems in Canada and for the purposes of the conspiracy described hereinafter. Tokai Rika Co., TRAM, and TRQSS are hereinafter collectively referred to as “Tokai Rika”.

G.S. Electech Defendants

48. The defendant, G.S. Electech, Inc. (“**GS Electech Inc.**”), is a Japanese corporation with its principal place of business in Toyota City, Japan. During the Class Period, GS Electech Inc., manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems to customers throughout Canada, either directly or indirectly through its predecessors, affiliates and/or subsidiaries, including the defendants G.S.W. Manufacturing Inc. (“**GSW**”) and G.S. Wiring Systems Inc. (“**GS Wiring**”).

49. GSW is an American corporation with its principal place of business in Findlay, Ohio. During the Class Period, GSW manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries. GSW is owned and controlled by GS Electech Inc.

50. GS Wiring is an American corporation with its principal place of business in Findlay, Ohio. During the Class Period, GS Wiring manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries. GS Wiring is owned and controlled by GS Electech Inc.

51. The business of each of GS Electech Inc., GSW, and GS Wiring is inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacture, market, sale and/or distribution of Automotive Wire Harness Systems in Canada and for the purposes of the conspiracy described hereinafter. GS Electech Inc., GSW, and GS Wiring are hereinafter collectively referred to as “**GS Electech**”.

Mitsubishi Defendants

52. The defendant, Mitsubishi Electric Corporation, is a Japanese corporation with its principal place of business in Tokyo, Japan. During the Class Period, Mitsubishi Electric Corporation manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems to customers throughout Canada, either directly or indirectly through its predecessors, affiliates and subsidiaries, including the defendants, Mitsubishi Electric Automotive America, Inc. (“**Mitsubishi Automotive**”) and Mitsubishi Electric Sales Canada Inc. (“**Mitsubishi Canada**”).

53. Mitsubishi Automotive is an American corporation with its principal place of business in Mason, Ohio. During the Class Period, Mitsubishi Automotive manufactured, marketed, sold, and/or distributed Automotive Wire Harness Systems to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries. Mitsubishi Automotive is owned and controlled by Mitsubishi Electric Corporation.

54. Mitsubishi Canada is a Canadian corporation with its principal place of business in Markham, Ontario. During the Class Period, Mitsubishi Canada manufactured, marketed, sold, and/or distributed Automotive Wire Harness Systems to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates and/or subsidiaries. Mitsubishi Canada is owned and controlled by Mitsubishi Electric Corporation.

55. The business of each of Mitsubishi Electric Corporation, Mitsubishi Automotive, and Mitsubishi Canada is inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacture, market, sale and/or distribution of Automotive Wire Harness Systems in Canada and for the purposes of the conspiracy described hereinafter. Mitsubishi Electric Corporation, Mitsubishi Automotive, and Mitsubishi Canada are collectively referred to herein as “**Mitsubishi Electric.**”

Hitachi Defendants

56. The defendant, Hitachi, Ltd., is a Japanese corporation with its principal place of business in Tokyo, Japan. During the Class Period, Hitachi, Ltd. manufactured, marketed, sold and/or distributed Automotive Wire Harness Systems to customers throughout Canada, either directly or indirectly through its predecessors, affiliates and/or subsidiaries, including defendants, Hitachi Automotive Systems, Ltd. (“**Hitachi Automotive**”) and Hitachi Automotive Systems Americas,

Inc. (“**Hitachi US**”), as well as the former Hitachi Unisia Automotive, Ltd. and the former Tokico, Ltd. In March 2004, Hitachi, Ltd. announced a merger of Hitachi, Ltd., Hitachi Unisia Automotive, Ltd. and Tokico, Ltd. As part of the merger, Hitachi, Ltd. absorbed Hitachi Unisia Automotive, Ltd. and Tokico, Ltd., and Hitachi Unisia Automotive, Ltd. and Tokico, Ltd. were dissolved thereafter. The merger became effective in October 2004. Prior to the merger, Hitachi, Ltd. held a 23.9% equity interest in Tokico, Ltd. (42.1% including indirect holdings through subsidiaries) and wholly owned Hitachi Unisia Automotive, Ltd.

57. Hitachi Automotive is a Japanese corporation with its principal place of business in Tokyo, Japan. During the Class Period, Hitachi Automotive manufactured, marketed, sold, and/or distributed Automotive Wire Harness Systems to customers throughout Canada, either directly or indirectly through its predecessors, affiliates and/or subsidiaries. Hitachi Automotive is owned and controlled by Hitachi, Ltd.

58. Hitachi US is an American corporation with its principal place of business in Farmington Hills, Michigan. During the Class Period, Hitachi US manufactured, marketed, sold, and/or distributed Automotive Wire Harness Systems to customers throughout Canada, either directly or indirectly through its predecessors, affiliates and/or subsidiaries. Hitachi US is owned and controlled by Hitachi, Ltd.

59. The business of each of Hitachi, Ltd., Hitachi Automotive, and Hitachi US is inextricably interwoven with that of the other and each is the agent of the other for the purposes of the manufacture, market, sale and/or distribution of Automotive Wire Harness Systems in Canada and for the purposes of the conspiracy described hereinafter. Hitachi, Ltd., Hitachi Automotive, and Hitachi US are collectively referred to herein as “**Hitachi.**”

Unnamed Co-Conspirators

60. Various persons, partnerships, sole proprietors, firms, corporations and individuals not named as defendants in this lawsuit, the identities of which are not presently known, may have participated as co-conspirators with the defendants in the unlawful conspiracy alleged in this statement of claim, and have performed acts and made statements in furtherance of the unlawful conduct.

Joint and Several Liability

61. The defendants are jointly and severally liable for the actions of and damages allocable to all co-conspirators.

62. Whenever reference is made herein to any act, deed or transaction of any corporation, the allegation means that the corporation or limited liability entity engaged in the act, deed or transaction by or through its officers, directors, agents, employees or representatives while they were actively engaged in the management, direction, control or transaction of the corporation's business or affairs.

The Automotive Wire Harness Industry

63. Automotive Wire Harness Systems consist of the wires or cables and data circuits that run throughout an automotive vehicle. To ensure safety and basic functions (e.g., going, turning and stopping), as well as to provide comfort and convenience, automobiles are equipped with various electronics which operate using control signals running on electrical power supplied from the battery. The Automotive Wire Harness System is the conduit for the transmission of these signals and electrical power. Electronic control units are embedded systems connected to Automotive

Wire Harness Systems that control one or more of the electronic systems or subsystems in a motor vehicle. An automobile's electronic control units must be compatible with its Automotive Wire Harness System.

64. Automotive Wire Harness Systems are installed by automobile original equipment manufacturers (“OEMs”) in new vehicles as part of the automotive manufacturing process.

65. For new vehicles, the OEMs – mostly large automotive manufacturers such as General Motors, Chrysler, Toyota and others – purchase Automotive Wire Harness Systems directly from the defendants. Automotive Wire Harness Systems may also be purchased by component manufacturers who then supply such systems to OEMs. These component manufacturers are also called “Tier I Manufacturers” in the industry. A Tier I Manufacturer supplies Automotive Wire Harness Systems directly to an OEM.

66. When purchasing Automotive Wire Harness Systems, OEMs issue Requests for Quotation (“RFQs”) to automotive parts suppliers on a model-by-model basis for model-specific parts. In at least some circumstances, the RFQ is sought from pre-qualified suppliers of the product. Typically, the RFQ would be made when there has been a major design change on a model-by-model basis. Automotive parts suppliers submit quotations, or bids, to OEMs in response to RFQs. The OEMs usually award the business to the selected automotive parts supplier for a fixed number of years consistent with the estimated production life of the parts program. Typically, the production life of the parts program is between two and five years. Typically, the bidding process begins approximately three years before the start of production of a new model. Once production has begun, OEMs issue annual price reduction requests (“APRs”) to automotive

parts suppliers to account for efficiencies gained in the production process. OEMs procure parts for North American manufactured vehicles in Japan, the United States, Canada and elsewhere.

67. During the Class Period, the defendants and their unnamed co-conspirators supplied Automotive Wire Harness Systems to OEMs for installation in vehicles manufactured and sold in North America and elsewhere. The defendants and their unnamed co-conspirators manufactured Automotive Wire Harness Systems: (a) in North America for installation in vehicles manufactured in North America and sold in Canada, (b) outside North America for export to North America and installation in vehicles manufactured in North America and sold in Canada, and (c) outside North America for installation in vehicles manufactured outside North America for export to and sale in Canada.

68. The defendants and their unnamed co-conspirators intended as a result of their unlawful conspiracy to inflate the prices for Automotive Wire Harness Systems and new vehicles containing Automotive Wire Harness Systems sold in North America and elsewhere.

69. The defendants and their unnamed co-conspirators unlawfully conspired to agree and manipulate prices for Automotive Wire Harness Systems and conceal their anti-competitive behaviour from OEMs and other industry participants. The defendants and their unnamed co-conspirators knew that their unlawful scheme and conspiracy would unlawfully increase the price at which Automotive Wire Harness Systems would be sold from the price that would otherwise be charged on a competitive basis. The defendants and their unnamed co-conspirators were aware that, by unlawfully increasing the prices of Automotive Wire Harness Systems, the prices of new vehicles containing Automotive Wire Harness Systems would also be artificially inflated. The defendants and their unnamed co-conspirators knew that their unlawful scheme and

conspiracy would injure purchasers of Automotive Wire Harness Systems and purchasers and lessees of new vehicles containing Automotive Wire Harness Systems. The defendants' conduct impacted not only multiple bids submitted to OEMs, but also the price paid by all other purchasers of Automotive Wire Harness Systems.

70. The global Automotive Wire Harness Systems market was valued at US \$21.9 billion in 2009, and increased by 32.2% to US \$29 billion in 2010.

71. The global Automotive Wire Harness Systems market is dominated and controlled by large manufacturers, the top seven of which controlled 80% of the global market in 2009. In 2010, Yazaki and Sumitomo held market shares of 40% each among Japanese automakers.

72. Sumitomo is the largest manufacturer of Automotive Wire Harness Systems and controlled approximately 31% of the global market during the Class Period.

73. Yazaki is the second largest manufacturer of Automotive Wire Harness Systems in the world and controlled approximately 26% of the global market during the Class Period. Its Automotive Wire Harness Systems are used by every vehicle maker in Japan. Yazaki's largest customers are Toyota, Chrysler, Ford, Renault-Nissan, Honda, and General Motors. In the Western Hemisphere, it supplies Chrysler, Ford, General Motors, Honda, Isuzu, Mazda, Mitsubishi, Nissan, Renault, Subaru and Toyota.

74. Leoni controlled approximately 7% of the global market for Automotive Wire Harness Systems during the Class Period. Leoni supplies BMW, Fiat, GM, Jaguar, Land Rover, Mercedes-Benz, Renault, Nissan and Volkswagen.

75. Lear controlled approximately 5% of the global market for Automotive Wire Harness Systems during the Class Period. Lear supplies Toyota, General Motors, Ford, and BMW.

76. Furukawa controlled approximately 5% of the global market for Automotive Wire Harness Systems during the Class Period.

77. Fujikura controlled approximately 2% of the global market for Automotive Wire Harness Systems during the Class Period.

78. By virtue of their market shares, the defendants are the dominant manufacturers and suppliers of Automotive Wire Harness Systems in Canada and the world. Their customers include BMW, Fiat, Chrysler, Ford, General Motors, Honda, Hyundai, Jaguar Land Rover, Mazda, Mercedes-Benz, Mitsubishi, Nissan, Suzuki, Subaru, Toyota, Volkswagen and Volvo.

79. The automotive industry in Canada and the United States is an integrated industry. Automobiles manufactured on both sides of the border are sold in Canada. The unlawful conspiracy affected prices of Automotive Wire Harnesses in the United States and Canada, including Ontario.

Investigations into International Cartel and Resulting Fines

Canada

80. The Canadian Competition Bureau is conducting an investigation into potential collusion in the Automotive Wire Harness Systems industry.

81. Yazaki Corp. has agreed to plead guilty in Canada and pay a \$30 million criminal fine for bid-rigging relating to motor vehicle electrical wiring, lead wire assemblies, cable bond, motor

vehicle wiring connectors, motor vehicle wiring terminals, electronic control units, fuse boxes, relay boxes, and junction boxes.

82. Furukawa Electric has agreed to plead guilty in Canada and pay a \$5 million criminal fine for bid-rigging relating to fuse boxes, relay boxes, and junction boxes.

United States

83. The United States Department of Justice is conducting an investigation into potential collusion in the Automotive Wire Harness Systems industry affecting the North American automotive market.

84. In or about February 2010, investigators from the United States Federal Bureau of Investigation (“FBI”) executed search warrants and conducted searches of three Detroit-area auto parts makers, including Yazaki Corp., as part of a federal antitrust investigation.

85. The defendant Yazaki Corp. agreed to plead guilty and pay a fine of US\$470 million in respect of its role in the alleged conspiracy to suppress and eliminate competition in the automotive parts industry by agreeing to rig bids for, and to fix, stabilize, and maintain the prices of wire harnesses, automotive electrical wiring, lead wire assemblies, cable bond, automotive wiring connectors, automotive wiring terminals, high voltage wiring, electronic control units, fuse boxes, relay boxes, and junction blocks, as well as two other automotive parts.

86. The defendant Denso Corp. agreed to plead guilty and pay a fine of US\$78 million in respect of its role in the alleged conspiracy to suppress and eliminate competition in the automotive parts industry by agreeing to rig bids for, and to fix, stabilize, and maintain the prices of electronic control units, as well as one other automotive part.

87. The defendant Fujikura Ltd. agreed to plead guilty and pay a fine of US\$20 million in respect of its role in the alleged conspiracy to eliminate competition in the automotive parts industry by agreeing to rig bids for, and to fix, stabilize, and maintain the prices of wire harnesses, cable bond, automotive wiring connectors, automotive wiring terminals, and fuse boxes.

88. The defendant Furukawa Electric agreed to plead guilty and pay a fine of US\$200 million in respect of its role in the alleged conspiracy to eliminate competition in the automotive parts industry by agreeing to rig bids for, and to fix, stabilize, and maintain the prices of wire harnesses, automotive electrical wiring, lead wire assemblies, cable bond, automotive wiring connectors, automotive wiring terminals, electronic control units, fuse boxes, relay boxes, junction blocks, and power distributors.

89. The defendant GS Electech Inc. agreed to plead guilty and pay a fine of US\$2.75 million in respect of its role in the alleged conspiracy to eliminate competition in the automotive parts industry by agreeing to rig bids for, and to fix, stabilize, and maintain the prices of speed sensor wire assemblies. Speed sensor wire assemblies are a specific type of wire harness.

Europe

90. The European Commission fined Yazaki Corp., Furukawa Electric, S-Y Systems and Leoni Wire Inc. a combined €141 million for infringements of Article 101 of the Treaty on the Functioning of the European Union and Article 53 of the Agreement creating the European Economic area, which consisted of agreements or concerted practices to coordinate their pricing behaviour and allocate supplies of wire harnesses to certain manufacturers relating to Automotive Wire Harness Systems sold to Toyota, Honda, Nissan and Renault. Sumitomo Electric was granted immunity for being the first entity to report the cartel to the European Commission.

Japan

91. Japan's Fair Trade Commission has fined Furukawa Electric, Fujikura Ltd., Sumitomo Electric, and Yazaki Corp. a combined ¥12.9 billion (US\$169 million) for substantially restraining competition in the automotive parts industry by conspiring to appoint the designated successful bidder during the Automotive Wire Harness Systems procurement process (bid-rigging).

Plaintiffs Purchased New Vehicles Containing Automotive Wire Harness Systems

92. During the Class Period, Sheridan purchased for resale the following brands of vehicles manufactured by GMCL or its affiliates: Chevrolet, Oldsmobile, and Cadillac.

93. During the Class Period, Sheridan also purchased for resale vehicles manufactured by the following other automotive manufacturers: Suzuki Canada Inc., CAMI Automotive Inc., GM Daewoo Auto & Technology Company, and Daewoo Motor Co.

94. During the Class Period, Pickering purchased for resale the following brands of vehicles manufactured by GMCL or its affiliates: Isuzu, Saab, and Saturn.

95. During the Class Period, Pickering also purchased for resale vehicles manufactured by the following other automotive manufacturers: Isuzu Motors Ltd., Adam Opel AG, and Subaru Canada Inc.

96. The vehicles purchased by Sheridan and Pickering were manufactured in whole or in part at various times in Ontario or other parts of Canada, the United States, Japan, and other parts of the world.

97. Sheridan and Pickering purchased new vehicles containing Automotive Wire Harness Systems.

98. Fady Samaha purchased a new Honda Civic in 2009, which contained an Automotive Wire Harness System.

Breaches of Part VI of *Competition Act*

99. From at least as early as January 1, 1999 until at least March 1, 2010, the defendants and their unnamed co-conspirators engaged in a conspiracy to rig bids for and to fix, maintain, increase or control the prices of Automotive Wire Harness Systems sold to customers in North America and elsewhere. The defendants and their unnamed co-conspirators conspired to enhance unreasonably the prices of Automotive Wire Harness Systems and/or to lessen unduly competition in the production, manufacture, sale and/or distribution of Automotive Wire Harness Systems in North America and elsewhere. The conspiracy was intended to, and did, affect prices of Automotive Wire Harness Systems and new vehicles containing Automotive Wire Harness Systems.

100. The defendants and their unnamed co-conspirators carried out the conspiracy by:

(a) participating in meetings, conversations, and communications in the United States, Japan, Europe, and elsewhere to discuss the bids (including RFQs) and price quotations to be submitted to OEMs selling automobiles in North America and elsewhere;

(b) agreeing, during those meetings, conversations, and communications, on bids (including RFQs) and price quotations (including APRs) to be submitted to OEMs in North America and elsewhere (including agreeing that certain defendants or co-conspirators would win the RFQs for certain models);

- (c) agreeing on the prices to be charged and to control discounts (including APRs) for Automotive Wire Harness Systems in North America and to otherwise fix, increase, maintain or stabilize those prices;
- (d) agreeing, during those meetings, conversations, and communications, to allocate the supply of Automotive Wire Harness Systems sold to OEMs in North America and elsewhere on a model-by-model basis;
- (e) agreeing, during those meetings, conversations, and communications, to coordinate price adjustments in North America and elsewhere;
- (f) submitting bids (including RFQs), price quotations, and price adjustments (including APRs) to OEMs in North America and elsewhere in accordance with the agreements reached;
- (g) enhancing unreasonably the prices of Automotive Wire Harness Systems sold in North America and elsewhere;
- (h) selling Automotive Wire Harness Systems to OEMs in North America and elsewhere for the agreed-upon prices, controlling discounts and otherwise fixing, increasing, maintaining or stabilizing prices for Automotive Wire Harness Systems in North America and elsewhere;
- (i) allocating the supply of Automotive Wire Harness Systems sold to OEMs in North America and elsewhere on a model-by-model basis;

- (j) accepting payment for Automotive Wire Harness Systems sold to OEMs in North America and elsewhere at collusive and supra-competitive prices;
- (k) engaging in meetings, conversations, and communications in the United States, Japan and elsewhere for the purpose of monitoring and enforcing adherence to the agreed-upon bid-rigging and price-fixing scheme;
- (l) actively and deliberately employing steps to keep their conduct secret and to conceal and hide facts, including but not limited to using code names, following security rules to prevent “paper trails,” abusing confidences, communicating by telephone, and meeting in locations where they were unlikely to be discovered by other competitors and industry participants; and
- (m) preventing or lessening, unduly, competition in the market in North America and elsewhere for the production, manufacture, sale or distribution of Automotive Wire Harness Systems.

101. As a result of the unlawful conduct alleged herein, the plaintiffs and other members of the Proposed Class paid unreasonably enhanced/supra-competitive prices for Automotive Wire Harness Systems and/or new vehicles containing Automotive Wire Harness Systems.

102. The conduct described above constitutes offences under Part VI of the *Competition Act*, in particular, sections 45(1), 46(1) and 47(1) of the *Competition Act*. The plaintiffs claim loss and damage under section 36(1) of the *Competition Act* in respect of such unlawful conduct.

Breach of Foreign Law

103. The defendants and their unnamed co-conspirators' conduct, particularized in this statement of claim, took place in, among other places, the United States, Japan, and Europe, where it was illegal and contrary to the competition laws of the United States, Japan, and Europe.

Civil Conspiracy

104. The defendants and their unnamed co-conspirators voluntarily entered into agreements with each other to use unlawful means which resulted in loss and damage, including special damages, to the plaintiffs and other members of the Proposed Class. The unlawful means include the following:

- (a) entering into agreements to rig bids and fix, maintain, increase or control prices of Automotive Wire Harness Systems sold to customers in North America and elsewhere in contravention of sections 45(1), 46(1), and 47(1) of the *Competition Act*; and
- (b) aiding, abetting and counselling the commission of the above offences, contrary to sections 21 and 22 of the *Criminal Code*, RSC 1985, c C-46.

105. In furtherance of the conspiracy, the defendants, their servants, agents and unnamed co-conspirators carried out the acts described in paragraph 100 above.

106. The defendants and their unnamed co-conspirators were motivated to conspire. Their predominant purposes and concerns were to harm the plaintiffs and other members of the Proposed Class by requiring them to pay artificially high prices for Automotive Wire Harness Systems, and to illegally increase their profits on the sale of Automotive Wire Harness Systems.

107. The defendants and their unnamed co-conspirators intended to cause economic loss to the plaintiffs and other members of the Proposed Class. In the alternative, the defendants and their unnamed co-conspirators knew in the circumstances that their unlawful acts would likely cause injury.

Discoverability

108. Automotive Wire Harness Systems are not exempt from competition regulation and thus, the plaintiffs reasonably considered the Automotive Wire Harness Systems industry to be a competitive industry. A reasonable person under the circumstances would not have been alerted to investigate the legitimacy of the defendants' prices for Automotive Wire Harness Systems.

109. Accordingly, the plaintiffs and other members of the Proposed Class did not discover, and could not discover through the exercise of reasonable diligence, the existence of the alleged conspiracy during the Class Period.

Fraudulent Concealment

110. The defendants and their co-conspirators actively, intentionally and fraudulently concealed the existence of the combination and conspiracy from the public, including the plaintiffs and other members of the Proposed Class. The defendants and their co-conspirators represented to customers and others that their pricing and bidding activities were unilateral, thereby misleading the plaintiffs. The affirmative acts of the defendants alleged herein, including acts in furtherance of the conspiracy, were fraudulently concealed and carried out in a manner that precluded detection.

111. The defendants' anti-competitive conspiracy was self-concealing. As detailed in paragraph 100 above, the defendants took active, deliberate and wrongful steps to conceal their participation in the alleged conspiracy.

112. Because the defendants' agreements, understandings and conspiracies were kept secret, plaintiffs and other members of the Proposed Class were unaware of the defendants' unlawful conduct during the Class Period, and they did not know, at the time, that they were paying supra-competitive prices for Automotive Wire Harness Systems and/or new vehicles containing Automotive Wire Harness Systems.

Unjust Enrichment

113. As a result of their conduct, the defendants benefited from a significant enhancement of their revenues on the sale of Automotive Wire Harness Systems. All members of the Proposed Class have suffered a corresponding deprivation as a result of being forced to pay inflated prices for Automotive Wire Harness Systems and/or new vehicles containing Automotive Wire Harness Systems. There is no juristic reason or justification for the defendants' enrichment, as such conduct is tortious, unjustifiable and unlawful under the *Competition Act* and similar laws of other countries in which the unlawful acts took place.

114. It would be inequitable for the defendants to be permitted to retain any of the ill-gotten gains resulting from their unlawful conspiracy.

115. The plaintiffs and other members of the Proposed Class are entitled to the amount of the defendants' ill-gotten gains resulting from their unlawful and inequitable conduct.

Waiver of Tort

116. In the alternative to damages, in all of the circumstances, the plaintiffs plead an entitlement to “waive the tort” of civil conspiracy and claim an accounting or other such restitutionary remedy for disgorgement of the revenues generated by the defendants as a result of their unlawful conspiracy.

117. As a direct, proximate, and foreseeable result of the defendants’ wrongful conduct, the plaintiffs and other members of the Proposed Class overpaid for Automotive Wire Harness Systems. As a result of the unlawful conspiracy, the defendants profited from the sale of Automotive Wire Harness Systems at artificially inflated prices and were accordingly unjustly enriched. The defendants accepted and retained the unlawful overcharge. It would be unconscionable for the defendants to retain the unlawful overcharge obtained as a result of the alleged conspiracy.

Damages

118. The conspiracy had the following effects, among others:

- (a) price competition has been restrained or eliminated with respect to Automotive Wire Harness Systems sold directly or indirectly to the plaintiffs and other members of the Proposed Class in Ontario and the rest of Canada;
- (b) the prices of Automotive Wire Harness Systems sold directly or indirectly to the plaintiffs and other members of the Proposed Class in Ontario and the rest of Canada have been fixed, maintained, increased or controlled at artificially inflated levels; and

- (c) the plaintiffs and other members of the Proposed Class have been deprived of free and open competition for Automotive Wire Harness Systems in Ontario and the rest of Canada.

119. Automotive Wire Harness Systems are identifiable, discrete physical products that remain essentially unchanged when incorporated into a vehicle. As a result, Automotive Wire Harness Systems follow a traceable chain of distribution from the defendants to the OEMs (or alternatively to the Tier I Manufacturers and then to OEMs) and from the OEMs to automotive dealers to consumers or other end-user purchasers. Costs attributable to Automotive Wire Harness Systems can be traced through the distribution chain.

120. By reason of the wrongful conduct alleged herein, the plaintiffs and the members of the Proposed Class have sustained losses by virtue of having paid higher prices for Automotive Wire Harness Systems and/or new vehicles containing Automotive Wire Harness Systems than they would have paid in the absence of the illegal conduct of the defendants and their unnamed co-conspirators. As a result, the plaintiffs and other members of the Proposed Class have suffered loss and damage in an amount not yet known but to be determined. Full particulars of the loss and damage will be provided before trial.

Punitive, Aggravated and Exemplary Damages

121. The defendants and their unnamed co-conspirators used their market dominance, illegality and deception in furtherance of a conspiracy to illegally profit from the sale of Automotive Wire Harness Systems. They were, at all times, aware that their actions would have a significant adverse impact on all members of the Proposed Class. The conduct of the defendants and their

unnamed co-conspirators was high-handed, reckless, without care, deliberate, and in disregard of the plaintiffs' and Proposed Class members' rights.

122. Accordingly, the plaintiffs request substantial punitive, exemplary and aggravated damages in favour of each member of the Proposed Class.

Service of Statement of Claim Outside Ontario

123. The plaintiffs are entitled to serve this statement of claim outside Ontario without a court order pursuant to the following rules of the *Rules of Civil Procedure*, RRO 1990, Reg 194 because:

- (a) Rule 17.02 (g) – the claim relates to a tort committed in Ontario;
- (b) Rule 17.02 (h) – the claim relates to damage sustained in Ontario arising from a tort; and
- (c) Rule 17.02 (o) – the defendants residing outside of Ontario are necessary and proper parties to this proceeding.

124. The plaintiffs propose that this action be tried at Toronto, Ontario.

Date:

SOTOS LLP

Barristers and Solicitors
180 Dundas Street West, Suite 1200
Toronto, ON M5G 1Z8

Allan D.J. Dick LSUC # 24026W
David Sterns LSUC # 36274J
Jean-Marc Leclerc LSUC # 43974F

Tel.: (416) 977-0007
Fax: (416) 977-0717

SISKINDS LLP

Barristers and Solicitors
680 Waterloo Street
London, ON N6A 3V8

Charles M. Wright LSUC # 36599Q
Andrea L. DeKay LSUC # 43818M
Linda Visser LSUC # 52158I

Tel: (519) 672-2121
Fax: (519) 672-6065

Lawyers for the Plaintiffs

SHERIDAN CHEVROLET CADILLAC LTD. et al. v. FURUKAWA ELECTRIC CO. LTD. et al.

Court File No.: CV-12-446737-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

Proceeding under the *Class Proceedings Act, 1992*

**SECOND FRESH AS AMENDED CONSOLIDATED
STATEMENT OF CLAIM
(Automotive Wire Harness Systems)**

SOTOS ^{LLP}
Barristers and Solicitors
180 Dundas Street West
Suite 1200
Toronto, ON M5G 1Z8

Allan D.J. Dick (LSUC #24026W)
David Sterns (LSUC #36274J)
Jean-Marc Leclerc (LSUC #43974F)

Tel: (416) 977-0007
Fax: (416) 977-0717

Lawyers for the Plaintiffs

SISKINDS ^{LLP}
Barristers and Solicitors
680 Waterloo Street
P.O. Box 2520
London, ON N6A 3V8

Charles M. Wright (LSUC #36599Q)
Andrea DeKay (LSUC #43818M)
Linda Visser (LSUC # 52158I)

Tel: (519) 672-2121
Fax: (519) 672-6065