COURT FILE NUMBER Q.B. No. 500 of 2016

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN

JUDICIAL CENTRE SASKATOON

PLAINTIFF **TERRI DYCK**

DEFENDANTS **DENSO CORPORATION, DENSO MANUFACTURING CANADA, INC., DENSO SALES CANADA, INC., DENSO INTERNATIONAL AMERICA, INC., DENSO INTERNATIONAL KOREA CORPORATION, ASMO CO., LTD., ASMO NORTH AMERICA, LLC, ASMO MANUFACTURING, INC., HITACHI AUTOMOTIVE SYSTEMS, LTD., HITACHI AUTOMOTIVE SYSTEMS AMERICAS, INC., HITACHI METALS, LTD. (being successor in interest to HITACHI CABLE, LTD.), HITACHI METALS AMERICA, LLC (being successor in interest to HITACHI METALS AMERICA, LTD.), HITACHI CABLE AMERICA INC., HITACHI AMERICA, LTD. (D/B/A HITACHI CANADA), MITSUBA CORPORATION, AMERICAN MITSUBA CORPORATION, SUMITOMO ELECTRIC INDUSTRIES, 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.), TOKAI RIKA, CO. LTD., TRAM, INC. D/B/A TOKAI RIKA U.S.A. INC., YAZAKI CORPORATION, YAZAKI NORTH AMERICA, INC., FURUKAWA ELECTRIC CO., LTD., AND AMERICAN FURUKAWA, INC.**

Brought under *The Class Actions Act*, SS 2001

NOTICE TO DEFENDANTS

1 The plaintiff may enter judgment in accordance with this Statement of Claim or the judgment that may be granted pursuant to *The Queen's Bench Rules* unless, in accordance with paragraph 2, you:

(a) serve a Statement of Defence on the plaintiff; and

(b) file a copy of it in the office of the local registrar of the Court for the judicial centre named above.

2 The Statement of Defence must be served and filed within the following period of days after you are served with the Statement of Claim (excluding the day of service):

(a) 20 days if you were served in Saskatchewan;

(b) 30 days if you were served elsewhere in Canada or in the United States of America;

(c) 40 days if you were served outside Canada and the United States of America.

3 In many cases a defendant may have the trial of the action held at a judicial centre other than the one at which the Statement of Claim is issued. Every defendant should consult a lawyer as to its rights.

4 This Statement of Claim is to be served within 6 months from the date on which it is issued.

5 This Statement of Claim is issued at the above-named judicial centre on the 5th day of ~~January~~ April, 2016.

EILEEN WILKINSON
Deputy Local Registrar

Local Registrar
520 Spadina Crescent East
Saskatoon, SK S7K 3G7

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STATEMENT OF CLAIM

STATEMENT OF FACTS

A. Overview

1. This case involves a bid-rigging conspiracy of unprecedented scope and duration. Over more than a decade, beginning at least as early as January 2000 and continuing until at least February 2010 (the "Class Period"), seven of the world's leading automotive part manufacturers (the "Defendants" as described in paragraphs 13 through 75 below) conspired amongst themselves and with various corporations, persons, partnerships, firms and/or individuals not named in this lawsuit, the identities of which are not presently known, to 1) fix, maintain, increase or control the price for the supply of Automotive Parts (as defined in paragraph 12 below), 2) to allocate sales, territories, customers or markets for the production or supply of Automotive Parts, 3) to fix, maintain, control, prevent, lessen or eliminate the production or supply of Automotive Parts, and/or 4) to rig bids for Automotive Parts (collectively the "Conspiracy").

2. The Conspiracy affected Automotive Parts installed in some of the most common automobiles driven in Canada and, specifically, in Saskatchewan.

3. The Conspiracy was targeted at automobile original equipment manufacturers ("OEMs"), who purchased the Automotive Parts directly from the Defendants or some of them, and component manufacturers ("Tier I Manufacturers"), who purchased the Automotive Parts directly from the Defendants or some of them before selling the Automotive Parts to OEMs.

4. As a consequence of the Defendants' collusive conduct, the Defendants and their co-conspirators eliminated or reduced competition in the Automotive Parts industry. Through their conduct, the Defendants effectuated an overcharge for the Automotive Parts purchased by OEMs and Tier I Manufacturers.

5. The artificially inflated prices that OEMs and Tier I Manufacturers paid for the Automotive Parts were passed on to indirect purchasers of the Automotive Parts, being persons who purchased or leased new vehicles containing the Automotive Parts.

6. Persons who acquired replacement Automotive Parts for their vehicles from re-sellers of Automotive Parts were also affected by the artificially inflated prices of the Automotive Parts.

7. The Defendants' Conspiracy therefore raised prices for all members of the proposed class, all of whom suffered losses as a consequence of the Defendants' unlawful conduct.

8. Through this suit, Canadian direct and indirect purchasers of the Automotive Parts seek to hold the Defendants accountable for their unlawful Conspiracy.

B. The Parties

Plaintiff

9. The Plaintiff, Terri Dyck, is a resident of Martensville, Saskatchewan. She purchased a 2008 Toyota Rav 4 in or around December of 2008 in Saskatoon, Saskatchewan (the "Dyck Vehicle"). The Dyck Vehicle contains Automotive Parts which were manufactured, marketed, distributed and/or sold by the Defendants. The Plaintiff was therefore an indirect purchaser – and ultimate consumer – of the Automotive Parts in issue in this claim.

10. The Plaintiff brings this claim on behalf of herself and on behalf of a class of persons ("Class Members") who

1) purchased or leased in Saskatchewan during the Class Period vehicles containing one or more of the Automotive Parts, or

2) purchased in Saskatchewan during the Class Period one or more of the Automotive Parts.

"Automotive Parts" for the purpose of this claim include Air Conditioning Systems, Air Flow Meters, Alternators, Automotive Lamps, Automotive Switches, Automotive Brake Hoses, Electric Power Steering Assemblies, Electrical Boxes, Electronic Throttle Bodies, Fan Motors, Fuel Injection Systems, Fuel Senders, Heater Control Panels, HID Ballasts, Ignition Coils, Instrument Panel Clusters, Inverters, Motor Generators, Power Window Motors, Radiators, Starter Motors, Steering Angle Sensors, Valve Timing Control Devices, Windshield Washer Systems, Windshield Wiper Systems, and Wire Harness Systems (each defined below).

Conspiring Defendants

Denso Defendants

11. The Defendant, Denso Corporation ("Denso"), is a Japanese corporation with a registered legal address at 1-1 Showa-Cho, Kariya-shi, Aichi, 4480029, Japan. As at March 31, 2014, Denso had a consolidated net income of ¥287.4 billion, consolidated net sales of ¥4,095.9 billion and 139,842 employees. Denso estimates its net sales for 2015 to be ¥4,230 billion. Denso is presently the largest automotive parts manufacturer by revenue in the world.

12. Denso – directly and/or through subsidiaries which it wholly owned and/or controlled – manufactured, marketed and/or sold Air Conditioning Systems, Air Flow Meters, Alternators, Fuel Senders, Fuel Injection Systems, Heater Control Panels, HID Ballasts, Ignition Coils, Instrument Panel Clusters, Motor Generators, Power Window Motors, Radiators, Starter Motors, Valve Timing Control Devices, Windshield Washer Systems, Windshield Wiper Systems, Wire Harness Systems, Electronic Control Units, Inverters and other Automotive Parts that were purchased, directly and/or indirectly, throughout Canada – including in Saskatchewan – during the Class Period.

13. The Defendant, Denso International America, Inc. ("Denso USA"), is a Delaware corporation and a subsidiary of Denso. Denso USA is wholly owned and/or controlled by its parent, Denso. Denso USA has a registered process address c/o Corporation Service Company at 2711 Centerville Rd, Suite 400, Wilmington, Delaware, 19808, USA. Denso USA is registered to do business in Michigan and has its North America corporate headquarters in Southfield, Michigan, USA. In its 2015 Annual Report filed with Michigan's Department of Licensing and Regulatory Affairs, Denso describes the general nature of its business as "Engineering Services, Design, Testing, and R&D [research and development] for Automotive Parts".

14. Denso USA – directly and/or through subsidiaries which it wholly owned and/or controlled – manufactured, marketed and/or sold Air Conditioning Systems, Air Flow Meters, Alternators, Fuel Senders, Fuel Injection Systems, Heater Control Panels, HID Ballasts, Ignition Coils, Instrument Panel Clusters, Motor Generators, Power Window Motors, Radiators, Starter Motors, Valve Timing Control Devices, Windshield Washer Systems, Windshield Wiper Systems, Wire Harness Systems, Electronic Control Units,

Inverters and other Automotive Parts that were purchased, directly and/or indirectly, throughout Canada – including in Saskatchewan – during the Class Period.

15. The Defendant, Denso Manufacturing Canada, Inc. ("Denso Canada"), is an Ontario corporation and a subsidiary of Denso. Denso Canada is wholly owned and/or controlled by its parent, Denso. Denso Canada has a registered office address at 195 Brunel Road, Mississauga, Ontario L4Z 1X3.

16. Denso Canada – directly and/or through subsidiaries which it wholly owned and/or controlled – manufactured, marketed and/or sold Air Conditioning Systems, Air Flow Meters, Alternators, Fuel Senders, Fuel Injection Systems, Heater Control Panels, HID Ballasts, Ignition Coils, Instrument Panel Clusters, Motor Generators, Power Window Motors, Radiators, Starter Motors, Valve Timing Control Devices, Windshield Washer Systems, Windshield Wiper Systems, Wire Harness Systems, Electronic Control Units, Inverters and other Automotive Parts that were purchased, directly and/or indirectly, throughout Canada – including in Saskatchewan – during the Class Period.

17. The Defendant, Denso Sales Canada, Inc. ("Denso Sales Canada"), is a Canadian company with a registered office address at 195 Brunel Road, Mississauga, Ontario L4Z 1X3. Denso Sales Canada is an automotive sales and distribution office. Denso Sales Canada is a subsidiary of and wholly owned and/or controlled by its parent, Denso.

18. Denso Sales Canada – directly and/or through subsidiaries which it wholly owned and/or controlled – marketed, distributed and/or sold Air Conditioning Systems, Air Flow Meters, Alternators, Fuel Senders, Fuel Injection Systems, Heater Control Panels, HID Ballasts, Ignition Coils, Instrument Panel Clusters, Motor Generators, Power Window Motors, Radiators, Starter Motors, Valve Timing Control Devices, Windshield Washer Systems, Windshield Wiper Systems, Wire Harness Systems, Electronic Control Units, Inverters and other Automotive Parts that were purchased, directly and/or indirectly, throughout Canada – including in Saskatchewan – during the Class Period.

19. The Defendant, Denso International Korea Corporation ("Denso Korea"), is a Korean corporation with its registered legal address at 131 Seonggogae-ro, Uiwang-si, Gyeonggi-do, 16001 South Korea. It is a subsidiary of and wholly owned and/or controlled by its parent, Denso.

20. Denso Korea – directly and/or through subsidiaries which it wholly owned and/or controlled – manufactured, marketed and/or sold Fuel Injection Systems that were purchased, directly and/or indirectly, throughout Canada – including in Saskatchewan – during the Class Period.

21. The Defendant, ASMO Co., Ltd. ("ASMO"), is a Japanese corporation with its registered legal address at 390 Umeda, Kosai-shi, Shizuoka, 4310425, Japan. It is a subsidiary of and wholly owned and/or controlled by its parent, Denso.

22. ASMO – directly and/or through subsidiaries which it wholly owned and/or controlled – manufactured, marketed and/or sold Windshield Washer Systems that were purchased, directly and/or indirectly, throughout Canada – including in Saskatchewan – during the Class Period.

23. The Defendant, ASMO North America, LLC ("ASMO USA"), is a Delaware corporation with an address for service c/o The Corporation Trust Company at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801 USA. It is a subsidiary of and wholly owned and/or controlled by its parent, Denso. According to Denso's website, ASMO USA is the "[r]egional headquarters for ASMO affiliates in North America" and "coordinates the business activities of all affiliates in North America".

24. ASMO USA – directly and/or through subsidiaries which it wholly owned and/or controlled – manufactured, marketed and/or sold Windshield Washer Systems that were purchased, directly and/or indirectly, throughout Canada – including in Saskatchewan – during the Class Period.

25. The Defendant, ASMO Manufacturing, Inc. ("ASMO Manufacturing"), is a Michigan corporation with its registered office address at 500 Fritz Keiper Boulevard, Battle Creek, Michigan 49037 USA. It is a subsidiary of and wholly owned and/or controlled by its parent, Denso.

26. ASMO Manufacturing – directly and/or through subsidiaries which it wholly owned and/or controlled – manufactured, marketed and/or sold Windshield Washer Systems that were purchased, directly and/or indirectly, throughout Canada – including in Saskatchewan – during the Class Period.

27. The Defendant companies named in paragraphs 13 through 28 of this pleading are collectively referred to as the "Denso Defendants". Each of the Denso Defendants was an

agent of the other for the purposes of the manufacture, distribution, marketing and/or sale of the Air Conditioning Systems, Air Flow Meters, Alternators, Fuel Senders, Fuel Injection Systems, Heater Control Panels, HID Ballasts, Ignition Coils, Instrument Panel Clusters, Motor Generators, Power Window Motors, Radiators, Starter Motors, Valve Timing Control Devices, Windshield Washer Systems, Windshield Wiper Systems, Wire Harness Systems, Electronic Control Units, Inverters and other Automotive Parts.

28. At all material times, the Denso Defendants functioned as a joint enterprise in the Conspiracy to suppress and eliminate competition in the Automotive Parts industry. The business of each of the Denso Defendants is inextricably interwoven, and they operate collectively for their mutual benefit and profit.

Hitachi Defendants

29. The Defendant, Hitachi Automotive Systems, Ltd. ("Hitachi Automotive"), is a Japanese corporation with its registered legal address at 2520 Takaba, Hitachinaka-shi, Ibaraki, 3720023, Japan. Hitachi Automotive – directly and/or through subsidiaries which it wholly owned and/or controlled – manufactured, marketed and/or sold Air Flow Meters that were purchased, directly and/or indirectly, throughout Canada – including in Saskatchewan – during the Class Period.

30. The Defendant, Hitachi Automotive Systems Americas, Inc. ("Hitachi Automotive USA"), is a Delaware corporation with an address for service c/o The Corporation Trust Company at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 USA. It is a subsidiary of and wholly owned and/or controlled by its parent, Hitachi Automotive. Hitachi Automotive USA – directly and/or through subsidiaries which it wholly owned and/or controlled – manufactured, marketed and/or sold Air Flow Meters that were purchased, directly and/or indirectly, throughout Canada – including in Saskatchewan – during the Class Period.

31. The Defendant, Hitachi Metals, Ltd. ("Hitachi Metals"), is a Japanese company with a registered legal address at Seavans North Bldg, 1-2-1 Shibaura, Minato-ku, Tokyo, 1050023, Japan. In its fiscal year ended March 31, 2014, its consolidated revenue totaled approximately US$7.8 billion. Hitachi Metals is the successor in interest to Hitachi Cable,

Ltd. Any reference to Hitachi Metals in this pleading includes a reference to Hitachi Cable, Ltd.

32. Hitachi Metals – directly and/or through subsidiaries which it wholly owned and/or controlled – manufactured, marketed and/or sold Automotive Brake Hoses, Air Flow Meters, Alternators, Electronic Throttle Bodies, Fuel Injection Systems, HID Ballasts, Ignition Coils, Inverters, Motor Generators, Starter Motors, Steering Angle Sensors, Valve Timing Control Devices and other Automotive Parts that were purchased, directly and/or indirectly, throughout Canada – including in Saskatchewan – during the Class Period.

33. The Defendant, Hitachi Metals America, LLC ("Hitachi Metals America") is a Delaware corporation and a subsidiary of Hitachi Metals. Hitachi Metals America has an address for service c/o The Corporation Trust Company at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware, 19801 USA. Hitachi Metals America is the successor in interest to Hitachi Metals America, Ltd. Any reference to Hitachi Metals America in this pleading includes a reference to Hitachi Metals America, Ltd.

34. Hitachi Metals America – directly and/or through subsidiaries which it wholly owned and/or controlled – manufactured, marketed and/or sold Automotive Brake Hoses, Air Flow Meters, Alternators, Electronic Throttle Bodies, Fuel Injection Systems, HID Ballasts, Ignition Coils, Inverters, Motor Generators, Starter Motors, Steering Angle Sensors, Valve Timing Control Devices and other Automotive Parts that were purchased, directly and/or indirectly, throughout Canada – including in Saskatchewan – during the Class Period.

35. The Defendant, Hitachi Cable America Inc. ("Hitachi Cable America"), is a New York corporation and a subsidiary of Hitachi Metals America. Hitachi Cable America has its principal executive office at Suite 301, 2 Manhattanville Road in Purchase, New York, 10577 USA and has plants in Indiana and Florida. Hitachi Cable America has a NYS Department of State Process address c/o Bingham & McCutchen LLP at 399 Park Avenue in New York, New York, 10022 USA.

36. Hitachi Cable America – directly and/or through subsidiaries which it wholly owned and/or controlled – manufactured, marketed and/or sold Air Flow Meters, Alternators, Electronic Throttle Bodies, Fuel Injection Systems, HID Ballasts, Ignition Coils, Inverters, Motor Generators, Starter Motors, Steering Angle Sensors, Valve Timing

Control Devices and other Automotive Parts that were purchased, directly and/or indirectly, throughout Canada – including in Saskatchewan – during the Class Period. As Hitachi Metals notes on its website: "With outstanding durability and low expansion characteristics, our brake hoses have been widely acclaimed and are used by the world's leading automakers".

37. The Defendant, Hitachi America, Ltd. ("Hitachi America"), is a New York corporation. It has its principal executive office and NYS Department of State Process address at 50 Prospect Avenue in Tarrytown, New York, 10591 USA. Hitachi America is registered extra-provincially in Ontario. Hitachi America operates in Canada as Hitachi Canada with an address for service c/o Bamac Services Inc., Suite 2100, 181 Bay Street in Toronto, Ontario M5J 2T3. Any references to Hitachi Canada in this pleading include a reference to Hitachi America. Hitachi Canada is a subsidiary of Hitachi. Hitachi Canada serves a variety of market sectors in Canada, including the automotive products sector.

38. Hitachi Canada – directly and/or through subsidiaries which it wholly owned and/or controlled – manufactured, marketed and/or sold Air Flow Meters, Alternators, Electronic Throttle Bodies, Fuel Injection Systems, HID Ballasts, Ignition Coils, Inverters, Motor Generators, Starter Motors, Steering Angle Sensors, Valve Timing Control Devices and other Automotive Parts that were purchased, directly and/or indirectly, throughout Canada – including in Saskatchewan – during the Class Period.

39. The Hitachi companies named in paragraphs 31 through 40 of this pleading are collectively referred to as the "Hitachi Defendants". Each of the Hitachi Defendants was an agent of the other for the purposes of the manufacture, distribution, marketing and/or sale of the Automotive Brake Hoses, Air Flow Meters, Alternators, Electronic Throttle Bodies, Fuel Injection Systems, HID Ballasts, Ignition Coils, Inverters, Motor Generators, Starter Motors, Steering Angle Sensors, Valve Timing Control Devices and other Automotive Parts.

40. At all material times, the Hitachi Defendants functioned as a joint enterprise in the Conspiracy to suppress and eliminate competition in the Automotive Parts industry. The business of each of the Hitachi Defendants is inextricably interwoven, and they operate collectively for their mutual benefit and profit.

Mitsuba Defendants

41. The Defendant, Mitsuba Corporation ("Mitsuba"), is a Japanese corporation with its registered legal address of 1-2681 Hirosawa-cho, Kiryu-shi, Gumma, 3768555 Japan. In 2011, Mitsuba had net sales of US$2.52 billion.

42. Mitsuba – directly and/or through subsidiaries which it wholly owned and/or controlled – manufactured, marketed and/or sold Automotive Lamps, Automotive Switches, Electronic Power Steering Assemblies, Fan Motors, Power Window Motors, Radiators, Starter Motors, Windshield Washer Systems, Windshield Wiper Systems, Fuel Injection Systems and other Automotive Parts that were purchased, directly and/or indirectly, throughout Canada – including in Saskatchewan – during the Class Period.

43. The Defendant, American Mitsuba Corporation, is an Illinois corporation with its registered office address at 30600 Telegraph Road, Suite 2345, Bingham Farms, Michigan 48025 USA. It is a subsidiary of and wholly owned and/or controlled by its parent, Mitsuba.

44. American Mitsuba Corporation – directly and/or through subsidiaries which it wholly owned and/or controlled – manufactured, marketed and/or sold Windshield Washer Systems that were purchased, directly and/or indirectly, throughout Canada – including in Saskatchewan – during the Class Period.

45. The Mitsuba companies named in paragraphs 45 through 48 of this pleading are collectively referred to as the "Mitsuba Defendants". Each of the Mitsuba Defendants was an agent of the other for the purposes of the manufacture, distribution, marketing and/or sale of the Automotive Lamps, Automotive Switches, Electronic Power Steering Assemblies, Fan Motors, Power Window Motors, Radiators, Starter Motors, Windshield Washer Systems Windshield Wiper Systems, Fuel Injection Systems and other Automotive Parts.

46. At all material times, the Mitsuba Defendants functioned as a joint enterprise in the Conspiracy to suppress and eliminate competition in the Automotive Parts industry. The business of each of the Mitsuba Defendants is inextricably interwoven, and they operate collectively for their mutual benefit and profit.

Tokai Rika Defendants

47. The Defendant, Tokai Rika Co., Ltd. ("Tokai Rika"), is a Japanese company with its registered legal address at 3-260 Toyota, Niwa-gun, Aichi, 4800195 Japan. Tokai Rika – directly and/or through subsidiaries which it wholly owned and/or controlled – manufactured, marketed and/or sold Automotive Wire Harness Systems, Automotive Switches, Heater Control Panels and other Automotive Parts that were purchased, directly and/or indirectly, throughout Canada – including in Saskatchewan – during the Class Period.

48. The Defendant, TRAM, Inc. d/b/a Tokai Rika U.S.A. Inc. ("Tokai Rika USA"), is a Michigan Corporation with its registered office address at 47200 Port Street, Plymouth, Michigan 48170 USA. It is a subsidiary of and wholly owned and/or controlled by its parent Tokai Rika.

49. Tokai Rika USA – directly and/or through subsidiaries which it wholly owned and/or controlled – manufactured, marketed and/or sold Automotive Wire Harness Systems, Automotive Switches, Heater Control Panels and other Automotive Parts that were purchased, directly and/or indirectly, throughout Canada – including in Saskatchewan – during the Class Period.

50. The Tokai Rika companies named in paragraphs 51 through 53 of this pleading are collectively referred to as the "Tokai Rika Defendants". Each of the Tokai Rika Defendants was an agent of the other for the purposes of the manufacture, distribution, marketing and/or sale of the Automotive Wire Harness Systems, Automotive Switches, Heater Control Panels and other Automotive Parts.

51. At all material times, the Tokai Rika Defendants functioned as a joint enterprise in the Conspiracy to suppress and eliminate competition in the Automotive Parts industry. The business of each of the Tokai Rika Defendants is inextricably interwoven, and they operate collectively for their mutual benefit and profit.

Yazaki Defendants

52. The Defendant, Yazaki Corporation ("Yazaki"), is a Japanese corporation with its registered legal address at 17FI Mita Kokusai Bldg, 1-4-28 Mita, Minato-ku, Tokyo, 1080073 Japan. Yazaki – directly and/or through subsidiaries which it wholly owned

and/or controlled – manufactured, marketed and/or sold Wire Harness Systems, Instrument Panel Clusters, Fuel Senders and other Automotive Parts that were purchased, directly and/or indirectly, throughout Canada – including in Saskatchewan – during the Class Period.

53. The Defendant, Yazaki North America, Inc. ("Yazaki USA"), is an Illinois corporation with its registered agents address at 801 Adlai Stevenson Drive, Springfield, Michigan 62703 USA. It is a subsidiary of and wholly owned and/or controlled by its parent, Yazaki.

54. Yazaki USA – directly and/or through subsidiaries which it wholly owned and/or controlled – manufactured, marketed and/or sold Wire Harness Systems, Instrument Panel Clusters, Fuel Senders and other Automotive Parts that were purchased, directly and/or indirectly, throughout Canada – including in Saskatchewan – during the Class Period.

55. The Yazaki companies named in paragraphs 56 through 58 of this pleading are collectively referred to as the "Yazaki Defendants". Each of the Yazaki Defendants was an agent of the other for the purposes of the manufacture, distribution, marketing and/or sale of the Wire Harness Systems, Instrument Panel Clusters, Fuel Senders.

56. At all material times, the Yazaki Defendants functioned as a joint enterprise in the Conspiracy to suppress and eliminate competition in the Automotive Parts industry. The business of each of the Yazaki Defendants is inextricably interwoven, and they operate collectively for their mutual benefit and profit.

Sumitomo Defendants

57. The Defendant, Sumitomo Electric Industries, Ltd. ("Sumitomo"), is a Japanese corporation with a registered legal address at 4-5-33 Kitahama, Chuo-ku, Osaka-shi, Osaka 5410041, Japan. Sumitomo – directly and/or through subsidiaries which it wholly owned and/or controlled – manufactured, marketed and/or sold Wire Harness Systems, Heater Control Panels and other Automotive Parts that were purchased, directly and/or indirectly, throughout Canada – including in Saskatchewan – during the Class Period.

58. The Defendant, Sumitomo Wiring Systems, Ltd. ("Sumitomo Wiring"), is a Japanese corporation with a registered legal address at 1-14 Nishi Suehiro-cho, Yokkaichi-

shi, Mie, 5100058 Japan. Sumitomo Wiring has asserted that it is "proud to hold the world's top share in the automobile wiring harness field".

59. Sumitomo Wiring – directly and/or through subsidiaries which it wholly owned and/or controlled – manufactured, marketed and/or sold Wire Harness Systems, Heater Control Panels and other Automotive Parts that were purchased, directly and/or indirectly, throughout Canada – including in Saskatchewan – during the Class Period.

60. The Defendant, Sumitomo Electric Wiring Systems, Inc. ("Sumitomo Systems"), is a Delaware corporation with its principal office at c/o Corporation Service Company at 1209 Orange Street, Wilmington, Delaware 19801 USA. It is a joint venture between Sumitomo and Sumitomo Wiring.

61. Sumitomo Systems – directly and/or through subsidiaries which it wholly owned and/or controlled – manufactured, marketed and/or sold Wire Harness Systems and other Automotive Parts that were purchased, directly and/or indirectly, throughout Canada – including in Saskatchewan – during the Class Period. At all times during the Class Period, its activities in Canada were under the control and direction of its Japanese joint venture participants.

62. The Defendant, K&S Wiring Systems, Inc. ("K&S"), is a Delaware corporation with a registered process address c/o Corporation Service Company at 1209 Orange Street, Wilmington, Delaware. K&S is a subsidiary of and wholly owned and/or controlled by its parent, Sumitomo. K&S – directly and/or through subsidiaries which it wholly owned and/or controlled – manufactured, marketed and/or sold Wire Harness Systems and other Automotive Parts that were purchased, directly and/or indirectly, throughout Canada – including in Saskatchewan – during the Class Period.

63. The Defendant, Sumitomo Wiring Systems (U.S.A.) Inc. ("Sumitomo USA"), is a Michigan corporation with its registered office address at 30600 Telegraph Road, Suite 2345, Bingham Farms, Michigan 48025 USA. It is a joint venture between Sumitomo and Sumitomo Wiring.

64. Sumitomo USA – directly and/or through subsidiaries which it wholly owned and/or controlled – manufactured, marketed and/or sold Wire Harness Systems and other Automotive Parts that were purchased, directly and/or indirectly, throughout Canada –

including in Saskatchewan – during the Class Period. Sumitomo USA's activities in Canada were under the control and direction of its Japanese joint venture participants.

65. The Defendant, Sumitomo Electric Wintec America, Inc. ("Sumitomo Electric USA"), is a Delaware corporation with an address for service c/o The Corporation Trust Company at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801 USA. It is a subsidiary of and wholly owned and/or controlled by its parent, Sumitomo.

66. Sumitomo Electric USA – directly and/or through subsidiaries which it wholly owned and/or controlled – manufactured, marketed and/or sold Heater Control Panels and other Automotive Parts that were purchased, directly and/or indirectly, throughout Canada – including in Saskatchewan – during the Class Period.

67. The Sumitomo companies named in paragraphs 61 through 70 of this pleading are collectively referred to as the "Sumitomo Defendants". Each of the Sumitomo Defendants was an agent of the other for the purposes of the manufacture, distribution, marketing and/or sale of Heater Control Panels, Wire Harness Systems and other Automotive Parts.

68. At all material times, the Sumitomo Defendants functioned as a joint enterprise in the Conspiracy to suppress and eliminate competition in the Automotive Parts industry. The business of each of the Sumitomo Defendants is inextricably interwoven, and they operate collectively for their mutual benefit and profit.

Furukawa Defendants

69. The Defendant, Furukawa Electric Co., Ltd. ("Furukawa"), is a Japanese corporation with its registered legal address at 2-6-1 Marunouchi, Choyoda-ku, Tokyo, 1008322 Japan. Furukawa – directly and/or through subsidiaries which it wholly owned and/or controlled – manufactured, marketed and/or sold Automotive Wire Harness Systems, Electrical Boxes and other Automotive Parts that were purchased, directly and/or indirectly, throughout Canada – including in Saskatchewan – during the Class Period.

70. The Defendant, American Furukawa, Inc. ("American Furukawa"), is a Delaware corporation with an address for service c/o The Corporation Trust Company at Corporation Trust Center, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 USA. American Furukawa is a subsidiary of and wholly owned and/or controlled by its parent, Furukawa.

71. American Furukawa – directly and/or through subsidiaries which it wholly owned and/or controlled – manufactured, marketed and/or sold Automotive Wire Harness Systems, Electrical Boxes and other Automotive Parts that were purchased, directly and/or indirectly, throughout Canada – including in Saskatchewan – during the Class Period.

72. The Furukawa companies named in paragraphs 73 through 75 of this pleading are collectively referred to as the "Furukawa Defendants". Each of the Furukawa Defendants was an agent of the other for the purposes of the manufacture, distribution, marketing and/or sale of the Wire Harness Systems and Electrical Boxes.

73. At all material times, the Furukawa Defendants functioned as a joint enterprise in the Conspiracy to suppress and eliminate competition in the Automotive Parts industry. The business of each of the Furukawa Defendants is inextricably interwoven, and they operate collectively for their mutual benefit and profit.

Un-named co-conspirators

74. Other corporations, persons, partnerships, firms and/or individuals not named in this pleading, because their identities are currently unknown to the Plaintiff, participated as co-conspirators in the Conspiracy and performed acts and made statements and agreements in furtherance of the Conspiracy. The co-conspirators were all persons whom it is reasonable to believe would have, in the absence of the Conspiracy, been likely to have competed with the Defendants referenced above with respect to one or more Automotive Part.

75. Whenever reference is made in this pleading to any act, communication, agreement or transaction of a corporation, the Plaintiff is alleging that the corporation engaged in the act, communication, agreement or transaction by or through its directors, officers, employees and/or agents while they were actively engaged in the direction, management and/or control of the corporation's business.

C. The Automotive Parts Market and Governmental Investigations

a. The Automotive Parts Market is Generally Conducive to a Price-Fixing Conspiracy

76. The structure and other characteristics of the Automotive Parts market and sub-markets in Canada and elsewhere are conducive to price-fixing arrangements, and have made collusion particularly attractive. Specifically, with respect to each component part in

the Automotive Parts market, there are (1) high barriers to entry, and (2) inelasticity of demand.

77. A new entrant into the Automotive Parts market would face costly and lengthy start-up costs, including multi-million dollar costs associated with manufacturing plants and equipment, energy, transportation, distribution infrastructure, and long-standing customer relationships.

78. A collusive arrangement that raises product prices above competitive levels would, under basic economic principles, attract new entrants seeking to benefit from the supra-competitive pricing. But, where there are significant barriers to entry, new entrants are less likely. Thus, barriers to entry help to facilitate the formation and maintenance of cartels.

79. The Defendants also own multiple patents related to the manufacture of specific Automotive Parts components. These patents place a costly burden on potential new entrants, who must avoid infringing the patents when entering the market with a new product.

80. Demand is said to be "inelastic" if an increase in the price of a product results in only a small decline in the quantity sold of that product, if any. In other words, customers have nowhere to turn for alternative, cheaper products of similar quality, and so continue to purchase despite a price increase. Inelastic demand is a market characteristic that facilitates collusion, allowing producers to raise their prices without triggering customer substitution and lost sales revenue.

81. Demand for components in the Automotive Parts market is highly inelastic because there are no close substitutes for these products. In addition, customers must purchase these components as an essential part of a vehicle, even if the prices are kept at supra-competitive levels.

82. From 2008 to 2009, at the height of the recession, the auto industry experienced a very significant 21% drop in demand. Yet, the Producer Price Index for the very same time period indicates that prices for various Automotive Parts increased or remained basically flat; prices of Automotive Parts did not fall.

83. In a competitive market, falling demand would lead to decreased prices because competitors would need to lower prices in order to attract customers and increase demand. In a market where competitors have engaged in a conspiracy to fix prices, however,

competitors do not lower prices even when faced with decreasing demand. Such price decreases are unnecessary because the conspirators know that they will not lose sales to lower priced competitors.

b. Governmental Investigations in the Automotive Parts Market

Guilty Pleas – United States

84. The United States' Department of Justice's ("DOJ") criminal investigation into illegal price-fixing and bid-rigging in the automotive parts industry has yielded numerous guilty pleas and several billion dollars in criminal fines.

85. In the United States, Denso waived indictment and pled guilty to a two-count Information which charged Denso with participating in a conspiracy to suppress and eliminate competition by agreeing to rig bids for, and to fix, raise, and maintain the prices of Electronic Control Units and Heater Control Panels sold to automobile manufacturers in the United States and elsewhere, from at least as early as January 2000 until at least February 2010, in violation of the *Sherman Antitrust Act*, 15 U.S.C. §1. Denso agreed to pay a criminal fine of US$78 million.

86. In the United States, Hitachi Automotive waived indictment and pled guilty to a one-count Information which charged Hitachi Automotive (including its affiliate Hitachi Automotive USA) with participating in a conspiracy to suppress and eliminate competition by agreeing to allocate the supply of, to rig bids for, and to fix, stabilize, and maintain the prices of Air Flow Meters, Alternators, Electronic Throttle Bodies, Fuel Injection Systems, Ignition Coils, Inverters, Motor Generators, Starter Motors, and Valve Timing Control Devices sold to automobile manufacturers in the United States and elsewhere, from at least as early as January 2000 until at least February 2010, in violation of the *Sherman Antitrust Act*, 15 U.S.C. §1. Hitachi Automotive agreed to pay a criminal fine of US$195 million.

87. In the United States, Hitachi Metals waived indictment and pled guilty to a one-count Information which charged Hitachi Metals with participating in a conspiracy to suppress and eliminate competition by agreeing to allocate sales of, to rig bids for, and to fix, raise, and maintain the prices of Automotive Brake Hoses sold to automobile manufacturers in the United States and elsewhere, from at least as early as November 2005

until at least September 2009, in violation of the *Sherman Antitrust Act*, 15 U.S.C. §1. Hitachi Metals agreed to pay a criminal fine of US$1.25 million.

88. In the United States, Mitsuba waived indictment and pled guilty to a two-count Information which charged Mitsuba with participating in a conspiracy to suppress and eliminate competition by agreeing to allocate the supply of, to rig bids for, and to fix, stabilize, and maintain the prices of Fan Motors, Power Window Motors, Starter Motors, Windshield Washer Systems and Windshield Wiper Systems sold to automobile manufacturers in the United States and elsewhere, from at least as early as January 2000 until at least February 2010, in violation of the *Sherman Antitrust Act*, 15 U.S.C. §1. Mitsuba agreed to pay a criminal fine of US$135 million.

89. In the United States, Tokai Rika waived indictment and pled guilty to a two-count Information which charged Tokai Rika with participating in a conspiracy to suppress and eliminate competition by agreeing to rig bids for, and to fix, stabilize, and maintain the prices of Heater Control Panels sold to automobile manufacturers in the United States and elsewhere, from at least as early as September 2003 until at least February 2010, in violation of the *Sherman Antitrust Act*, 15 U.S.C. §1. Tokai Rika agreed to pay a criminal fine of US$17.7 million.

90. In the United States, Yazaki waived indictment and pled guilty to a three-count Information which charged Yazaki with participating in a conspiracy to suppress and eliminate competition by agreeing to rig bids for, and to fix, stabilize, and maintain the prices of Automotive Wire Harnesses, Instrument Panel Clusters and Fuel Senders sold to automobile manufacturers in the United States and elsewhere, from 1) at least as early as January 2000 until at least February 2010, 2) at least as early as December 2002 until at least February 2010, and 3) at least as early as March 2004 until at least February 2010 with respect to Automotive Wire Harnesses, Instrument Panel Clusters and Fuel Senders respectively, in violation of the *Sherman Antitrust Act*, 15 U.S.C. §1. Yazaki agreed to pay a criminal fine of US$470 million.

91. In the United States, Furukawa waived indictment and pled guilty to a one-count Information which charged Furukawa with participating in a conspiracy to suppress and eliminate competition by agreeing to rig bids for, and to fix, stabilize, and maintain the prices of Automotive Wire Harnesses sold to automobile manufacturers in the United

States and elsewhere, from at least as early as January 2000 until at least January 2010, in violation of the *Sherman Antitrust Act*, 15 U.S.C. §1. Furukawa agreed to pay a criminal fine of US$200 million.

Guilty Pleas - Canada

92. The Canadian Competition Bureau (the "Bureau") is coordinating its ongoing investigation involving motor vehicle components with a number of other jurisdictions, including the United States, Japan, the European Union and Australia.

93. Following investigations by the Bureau, Yazaki pleaded guilty to rigging bids for the supply of Automotive Wire Harnesses sold to automotive manufacturers contrary to the *Competition Act*, RSC 1985, c C-34. Yazaki's total volume of commerce in Canada, affected by the bid-rigging conspiracy, was approximately US$260 million.

94. Following investigations by the Bureau, Denso pleaded guilty to rigging bids for the supply of body Electronic Control Units sold to automotive manufacturers contrary to the *Competition Act*, RSC 1985, c C-34.

95. Following investigations by the Bureau, Furukawa pleaded guilty to rigging bids for the supply of Electrical Boxes sold to automotive manufacturers contrary to the *Competition Act*, RSC 1985, c C-34. The total volume of commerce in Canada affected by the bid-rigging conspiracy was approximately CDN$41 million.

c. The Global Automotive Parts Conspiracy

96. Some of the most popular vehicles sold in Canada throughout the Class Period contained multiple, bid-rigged parts—all driving up the cost of the finished vehicles.

97. Below is a chart illustrating the various Automotive Parts at issue in this claim and the Defendants involved in fixing the price of those Automotive Parts and/or bid-rigging with respect to those Automotive Parts, either with other Defendants or with other unnamed co-conspirators.

	Denso	Hitachi	Mitsuba	Tokai Rika	Yazaki	Sumitomo	Furukawa
AC Systems	✓						
Air Flow Meters	✓	✓					
Alternators	✓	✓					

Auto Lamps			✓				
Auto Switches			✓	✓			
Automotive Brake Hoses		✓					
Electric Powered Steering Assemblies			✓				
Electrical Boxes							✓
Electronic Throttle Bodies		✓					
Fan Motors			✓				
Fuel Injection Systems	✓	✓	✓				
Fuel Senders	✓				✓		
Heater Control Panels	✓			✓		✓	
HID Ballasts	✓	✓					
Ignition Coils	✓	✓					
Instrument Panel Clusters	✓				✓		
Inverters	✓	✓					
Motor Generators	✓	✓					
Power Window Motors	✓		✓				
Radiators	✓		✓				
Starter Motors	✓	✓	✓				
Steering Angle Sensors		✓					
Valve Timing Control Devices	✓	✓					
Windshield Washer Systems	✓		✓				
Windshield Wiper Systems	✓		✓				
Wire Harnesses	✓			✓	✓	✓	✓

98. The following paragraphs detail the extent of the Conspiracy as it affected each of the 26 Automotive Parts at issue in this claim.

D. The Components and their Related Conspiracies

Requests for Proposals

99. Before ordering automotive parts for new vehicles and as replacement parts, OEMs

and, in some circumstances, Tier I Manufacturers, request pricing from automotive part suppliers through requests for quotation ("RFQs") on a model-by-model basis.

100. Once a supplier is awarded a contract to supply parts for a particular automobile model or for a part to be incorporated into multiple models, the supplier typically supplies the parts for the lifespan of the model(s), which is usually four to six years. OEMs then issue annual price reduction requests ("APRs") to the part suppliers throughout the term of the supply contract to account for efficiencies gained over time in the production of the automotive parts.

a. The Air Conditioning Systems Market

101. "Air Conditioning Systems" cool the interior environment of a vehicle and are part of an automobile's thermal system. Air Conditioning Systems, whether sold as a unit or separately as individual parts, are defined to include one or more of the following: automotive compressors, condensers, HVAC units (typically consisting of a blower motor, actuators, flaps evaporator, heater core, and filter embedded in a plastic housing), control panels, sensors, and associated hoses and pipes. The global automotive thermal industry is a US$36 billion dollar a year industry.

102. Air Conditioning Systems are installed by OEMs in new cars as part of the automotive manufacturing process. They are also installed by OEMs in cars to replace worn out, defective or damaged Air Conditioning Systems.

103. The Denso Defendants manufacture, market, and/or sell Air Conditioning Systems.

104. In response to RFQs for Air Conditioning Systems, the Denso Defendants submitted price quotes to various OEMs and Tier I Manufacturers. In response to their submitted quotes, the Denso Defendants or some of them were awarded certain supply contracts.

105. Pursuant to these supply contracts, the Denso Defendants manufactured Air Conditioning Systems in Canada, the United States, Japan and elsewhere and then supplied the Air Conditioning Systems to various OEMs and Tier I Manufacturers for installation in vehicles 1) manufactured and sold in Canada, 2) manufactured and sold in the United States, 3) manufactured and sold elsewhere, 4) manufactured in Canada and then exported

to and sold elsewhere, 5) manufactured in the United States or elsewhere and then imported to and sold in Canada, and/or 6) as replacement parts.

106. The affected OEMs included, but were not limited to: Toyota Motor Corporation and certain of its subsidiaries, affiliates, and suppliers in Canada, the United States, Japan and elsewhere (collectively "Toyota"); General Motors LLC and certain of its subsidiaries, affiliates, and suppliers in Canada, the United States and elsewhere (collectively "GM"); Mitsubishi Motors North America, Inc. and certain of its subsidiaries, affiliates, and suppliers in Canada, the United States, Japan and elsewhere (collectively "Mitsubishi"); Nissan North America, Inc. and certain of its subsidiaries, affiliates, and suppliers in Canada, the United States, Japan and elsewhere (collectively "Nissan"); Suzuki Motor Corporation and certain of its subsidiaries, affiliates, and suppliers in Canada, the United States, Japan and elsewhere (collectively "Suzuki"); and Fuji Heavy Industries Ltd. and certain of its subsidiaries, affiliates, and suppliers in Canada, the United States, Japan and elsewhere (collectively "Subaru").

107. The identities of all affected OEMs and Tier I Manufacturers who entered into supply contracts with the Denso Defendants and their co-conspirators are currently unknown to the Plaintiff.

The Conspiracy

108. The Denso Defendants voluntarily colluded with other co-conspirators to use unlawful means to injure the economic interests of 1) OEMs and/or Tier I Manufacturers, and 2) indirect purchasers of the Air Conditioning Systems.

109. Beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Denso Defendants and their co-conspirators knowingly entered into one or more continuing agreement(s), understanding(s) and concert(s) of action to 1) increase or maintain the prices of Air Conditioning Systems, and/or 2) suppress and eliminate competition with respect to the manufacture, marketing, sale and/or distribution of Air Conditioning Systems (collectively the "Air Conditioning Systems Agreement"), and to conceal their Air Conditioning Systems Agreement from OEMs, Tier I Manufacturers and industry stakeholders.

110. The substantial terms of the Air Conditioning Systems Agreement included: 1) fixing, maintaining, increasing or controlling the price for the supply of Air Conditioning

Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) allocating sales, territories, customers or markets for the production or supply of Air Conditioning Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 3) fixing, maintaining, controlling, preventing, lessening or eliminating the production or supply of Air Conditioning Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 4) engaging in bid-rigging with respect to quotes for the supply of Air Conditioning Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere.

111. With respect to the Conspiracy, "price" includes any discount, rebate, allowance, price concession or other advantage in relation to the supply of the Air Conditioning Systems.

112. Bid-rigging, with respect to the Conspiracy, means

1) an agreement or arrangement between or among the Denso Defendants and their co-conspirators whereby one or more of those persons agreed or undertook not to submit a bid or tender in response to a call or request for bids or tenders, or agreed or undertook to withdraw a bid or tender submitted in response to such a call or request, or
2) the submission, in response to a call or request for bids or tenders, of bids or tenders were arrived at by the agreement or arrangement between or among the Denso Defendants and their co-conspirators

where the agreement or arrangement was not made known to OEMs and/or Tier I Manufacturers calling for or requesting the bids or tenders for Air Conditioning Systems at or before the time when any bid or tender was submitted or withdrawn by the Denso Defendants and/or their co-conspirators.

113. For the purpose of carrying out the Conspiracy, the Denso Defendants and their co-conspirators engaged in conduct that included, among other things:

a. participating in meetings, conversations and other communications to discuss the bids and price quotations to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

b. participating in meetings, conversations and other communications to discuss the allocation among the companies of certain sales, territories, customers or markets for the production or supply of Air Conditioning Systems;

c. agreeing, during those meetings, conversations and communications on bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, agreeing that one or more of the companies not submit bids in response to RFQs or that one or more companies withdraw bids submitted in response to RFQs;

d. agreeing, during those meetings, conversations and communications to fix, maintain, increase or control the price (including ARPs) for the supply of Air Conditioning Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

e. agreeing, during those meetings, conversations and communications to allocate among the companies certain sales, territories, customers or markets for the production or supply of Air Conditioning Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

f. agreeing, during those meetings, conversations and communications to fix, maintain, control, prevent, lessen or eliminate the production or supply of Air Conditioning Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

g. in order to effectuate the Air Conditioning Systems Agreement, exchanging information on: 1) bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) the allocation of certain sales, territories, customers or markets for the production or supply of Air Conditioning Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 3) the production and supply of Air Conditioning Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

h. in accordance with the Air Conditioning Systems Agreement, submitting bids and price quotations (including ARPs) to OEMs and/or Tier I Manufacturers in

Canada, the United States, Japan and elsewhere or, alternatively, declining to submit bids in response to RFQs or withdrawing bids submitted in response to RFQs;

i. in accordance with the Air Conditioning Systems Agreement, fixing, maintaining, increasing and/or controlling the price (including ARPs) for the supply of Air Conditioning Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

j. in accordance with the Air Conditioning Systems Agreement, allocating among the companies certain sales, territories, customers and/or markets for the production or supply of Air Conditioning Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

k. in accordance with the Air Conditioning Systems Agreement, fixing, maintaining, controlling, preventing, lessening and/or eliminating the production and/or supply of Air Conditioning Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

l. selling Air Conditioning Systems to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices;

m. accepting payment for Air Conditioning Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices which resulted in increased revenues for the Denso Defendants and their co-conspirators;

n. Engaging in meetings, conversations and other communications for the purpose of monitoring and enforcing adherence to the agreed upon bid-rigging and price fixing scheme; and

o. Employing measures to keep their conduct secret, including but not limited to using code names and meeting at remote locations.

The Plaintiff and Class Members Suffered Injury

114. As a direct result of the anticompetitive and unlawful conduct alleged herein, the Plaintiff and Class Members paid artificially inflated prices for Air Conditioning Systems during the Class Period and have thereby suffered injury.

115. The Denso Defendants' price-fixing Conspiracy had the following effects, among others:

- Price competition has been restrained or eliminated with respect to Air Conditioning Systems;
- The prices of Air Conditioning Systems have been fixed, increased, maintained, or stabilized at artificially inflated levels;
- Direct and indirect purchasers of Air Conditioning Systems have been deprived of free and open competition; and
- Direct and indirect purchasers of Air Conditioning Systems in Canada, including in the province of Saskatchewan, the United States, Japan and elsewhere paid artificially inflated prices for the Air Conditioning Systems.

116. The conduct of the Denso Defendants and their co-conspirators was contrary to Part VI of the *Competition Act*, RSC 1985, c C-34.

117. Each of the Denso Defendants aided, abetted and/or counselled each of the other Denso Defendants and their co-conspirators in the commission of the breaches of Part VI of the *Competition Act*, RSC 1985, c C-34. Each of the Denso Defendants therefore violated sections 21 and 22 of the *Criminal Code*, RSC 1985, c C-46.

118. The conduct of the Denso Defendants and their co-conspirators was also contrary to the competition laws of the United States, Japan and various European nations.

119. Further, for the purpose of giving effect to the Conspiracy and contrary to Part VI of the *Competition Act*, RSC 1985, c C-34, beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Denso Defendants wherever incorporated who carried on business in Canada, implemented, in whole or in part in Canada, a directive, instruction, intimation of policy or other communication to the corporation or any person from a person in a country other than Canada who was in a position to direct or influence the policies of the corporation, which communication was for the purpose of giving effect to a conspiracy, combination, agreement or arrangement entered into outside Canada, whether or not any director or officer of the corporation in Canada had knowledge of the conspiracy, combination, agreement or arrangement.

120. The purpose of the conspiratorial conduct of the Denso Defendants and their co-conspirators was to increase, fix, rig or stabilize the price of Air Conditioning Systems. As a direct and foreseeable result of the Conspiracy, the prices of 1) Air Conditioning Systems, and 2) new motor vehicles containing Air Conditioning Systems were artificially inflated.

121. As a consequence of the increased price of Air Conditioning Systems, economic losses and damages were incurred by direct purchasers of the Air Conditioning Systems, including OEMs and Tier I Manufacturers, including in the province of Saskatchewan.

122. Economic losses and damages were also incurred by indirect purchasers of Air Conditioning Systems, including in the province of Saskatchewan, who 1) purchased and/or leased new vehicles containing Air Conditioning Systems, and/or 2) purchased replacement Air Conditioning Systems for their vehicles.

123. The Denso Defendants intended to cause damage to the Plaintiff and Class Members. Alternatively, the Denso Defendants knew or ought to have known that their actions would injure the Plaintiff and Class Members.

124. The conduct of the Denso Defendants in furtherance of the Conspiracy was unlawful and inequitable. The increased revenues that the Denso Defendants realized as a consequence of artificially inflating the prices of Air Conditioning Systems are ill-gotten profits.

125. Pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34, the Plaintiff and Class Members are entitled to recover from the Denso Defendants an amount equal to the loss or damage suffered by them, together with any additional amount that the Court may allow.

126. The Plaintiff and Class Members are also entitled to damages at common law or, alternatively, to restitutionary damages.

127. Each of the Denso Defendants is jointly and severally liable for the actions of each of the other Denso Defendants and their co-conspirators and for the damages allocated to each Defendant.

b. The Air Flow Meters Market

128. "Air Flow Meters" – also known as mass air flow sensors - measure the volume of air flowing into engines and are part of the engine management systems and automotive

sensors segments of the automotive market.

129. The function of Air Flow Meters is to allow the engine to properly balance and deliver the correct fuel mass to the engine to mix with air for combustion. Air Flow Meters measure the actual speed of the air flowing through the device in a defined time segment. Typically, the speed is measured as kilograms/second. Coupled with an oxygen sensor, the engine's air to fuel ratio can be controlled very accurately.

130. Air Flow Meters belongs to the microelectromechanical sensor market which.

131. Air Flow Meters are installed by OEMs in new cars as part of the automotive manufacturing process. They are also installed by OEMs in cars to replace worn out, defective or damaged Air Flow Meters.

132. The Denso Defendants and the Hitachi Defendants manufacture, market, and/or sell Air Flow Meters.

133. In response to RFQs for Air Flow Meters, the Denso Defendants and the Hitachi Defendants submitted price quotes to various OEMs and Tier I Manufacturers. In response to their submitted quotes, the Denso Defendants and the Hitachi Defendants or some of them were awarded certain supply contracts.

134. Pursuant to these supply contracts, the Denso Defendants and the Hitachi Defendants manufactured Air Flow Meters in Canada, the United States, Japan and elsewhere and then supplied the Air Flow Meters to various OEMs and Tier I Manufacturers for installation in vehicles 1) manufactured and sold in Canada, 2) manufactured and sold in the United States, 3) manufactured and sold elsewhere, 4) manufactured in Canada and then exported to and sold elsewhere, 5) manufactured in the United States or elsewhere and then imported to and sold in Canada, and/or 6) as replacement parts.

135. The affected OEMs included, but were not limited to: Toyota; GM; and Ford Motor Company and certain of its subsidiaries, affiliates, and suppliers in Canada, the United States and elsewhere (collectively "Ford").

136. The identities of all affected OEMs and Tier I Manufacturers who entered into supply contracts with the Denso Defendants, the Hitachi Defendants and their co-conspirators are currently unknown to the Plaintiff.

The Conspiracy

137. The Denso Defendants and the Hitachi Defendants voluntarily colluded with each other and with other co-conspirators to use unlawful means to injure the economic interests of 1) OEMs and/or Tier I Manufacturers, and 2) indirect purchasers of the Air Flow Meters.

138. Beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Denso Defendants, the Hitachi Defendants and their co-conspirators knowingly entered into one or more continuing agreement(s), understanding(s) and concert(s) of action to 1) increase or maintain the prices of Air Flow Meters, and/or 2) suppress and eliminate competition with respect to the manufacture, marketing, sale and/or distribution of Air Flow Meters (collectively the "Air Flow Meters Agreement"), and to conceal their Air Flow Meters Agreement from OEMs, Tier I Manufacturers and industry stakeholders.

139. The substantial terms of the Air Flow Meters Agreement included: 1) fixing, maintaining, increasing or controlling the price for the supply of Air Flow Meters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) allocating sales, territories, customers or markets for the production or supply of Air Flow Meters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 3) fixing, maintaining, controlling, preventing, lessening or eliminating the production or supply of Air Flow Meters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 4) engaging in bid-rigging with respect to quotes for the supply of Air Flow Meters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere.

140. With respect to the Conspiracy, "price" includes any discount, rebate, allowance, price concession or other advantage in relation to the supply of the Air Flow Meters.

141. Bid-rigging, with respect to the Conspiracy, means

1) an agreement or arrangement between or among the Denso Defendants, the Hitachi Defendants and their co-conspirators whereby one or more of those persons agreed or undertook not to submit a bid or tender in response to a call or request for bids or tenders, or agreed or undertook to withdraw a bid or tender submitted in response to such a call or request, or

2) the submission, in response to a call or request for bids or tenders, of bids or tenders were arrived at by the agreement or arrangement between or among the Denso Defendants, the Hitachi Defendants and their co-conspirators

where the agreement or arrangement was not made known to OEMs and/or Tier I Manufacturers calling for or requesting the bids or tenders for Air Flow Meters at or before the time when any bid or tender was submitted or withdrawn by the Denso Defendants, the Hitachi Defendants and/or their co-conspirators.

142. For the purpose of carrying out the Conspiracy, the Denso Defendants, the Hitachi Defendants and their co-conspirators engaged in conduct that included, among other things:

a. participating in meetings, conversations and other communications to discuss the bids and price quotations to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

b. participating in meetings, conversations and other communications to discuss the allocation among the companies of certain sales, territories, customers or markets for the production or supply of Air Flow Meters;

c. agreeing, during those meetings, conversations and communications on bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, agreeing that one or more of the companies not submit bids in response to RFQs or that one or more companies withdraw bids submitted in response to RFQs;

d. agreeing, during those meetings, conversations and communications to fix, maintain, increase or control the price (including ARPs) for the supply of Air Flow Meters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

e. agreeing, during those meetings, conversations and communications to allocate among the companies certain sales, territories, customers or markets for the production or supply of Air Flow Meters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

f. agreeing, during those meetings, conversations and communications to fix, maintain, control, prevent, lessen or eliminate the production or supply of Air

Flow Meters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

g. in order to effectuate the Air Flow Meters Agreement, exchanging information on: 1) bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) the allocation of certain sales, territories, customers or markets for the production or supply of Air Flow Meters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 3) the production and supply of Air Flow Meters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

h. in accordance with the Air Flow Meters Agreement, submitting bids and price quotations (including ARPs) to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, declining to submit bids in response to RFQs or withdrawing bids submitted in response to RFQs;

i. in accordance with the Air Flow Meters Agreement, fixing, maintaining, increasing and/or controlling the price (including ARPs) for the supply of Air Flow Meters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

j. in accordance with the Air Flow Meters Agreement, allocating among the companies certain sales, territories, customers and/or markets for the production or supply of Air Flow Meters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

k. in accordance with the Air Flow Meters Agreement, fixing, maintaining, controlling, preventing, lessening and/or eliminating the production and/or supply of Air Flow Meters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

l. selling Air Flow Meters to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices;

m. accepting payment for Air Flow Meters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive

and non-competitive prices which resulted in increased revenues for the Denso Defendants, the Hitachi Defendants and their co-conspirators;

n. Engaging in meetings, conversations and other communications for the purpose of monitoring and enforcing adherence to the agreed upon bid-rigging and price fixing scheme; and

o. Employing measures to keep their conduct secret, including but not limited to using code names and meeting at remote locations.

The Plaintiff and Class Members Suffered Injury

143. As a direct result of the anticompetitive and unlawful conduct alleged herein, the Plaintiff and Class Members paid artificially inflated prices for Air Flow Meters during the Class Period and have thereby suffered injury.

144. The Denso Defendants' and the Hitachi Defendants' price-fixing Conspiracy had the following effects, among others:

- Price competition has been restrained or eliminated with respect to Air Flow Meters;
- The prices of Air Flow Meters have been fixed, increased, maintained, or stabilized at artificially inflated levels;
- Direct and indirect purchasers of Air Flow Meters have been deprived of free and open competition; and
- Direct and indirect purchasers of Air Flow Meters in Canada, including in the province of Saskatchewan, the United States, Japan and elsewhere paid artificially inflated prices for the Air Flow Meters.

145. The conduct of the Denso Defendants, the Hitachi Defendants and their co-conspirators was contrary to Part VI of the *Competition Act*, RSC 1985, c C-34.

146. Each of the Denso Defendants and the Hitachi Defendants aided, abetted and/or counselled each of the other Denso Defendants and Hitachi Defendants and their co-conspirators in the commission of the breaches of Part VI of the *Competition Act*, RSC 1985, c C-34. Each of the Denso Defendants and the Hitachi Defendants therefore violated sections 21 and 22 of the *Criminal Code*, RSC 1985, c C-46.

147. The conduct of the Denso Defendants, the Hitachi Defendants and their co-conspirators was also contrary to the competition laws of the United States, Japan and various European nations.

148. Further, for the purpose of giving effect to the Conspiracy and contrary to Part VI of the *Competition Act*, RSC 1985, c C-34, beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Denso Defendants and the Hitachi Defendants wherever incorporated who carried on business in Canada, implemented, in whole or in part in Canada, a directive, instruction, intimation of policy or other communication to the corporation or any person from a person in a country other than Canada who was in a position to direct or influence the policies of the corporation, which communication was for the purpose of giving effect to a conspiracy, combination, agreement or arrangement entered into outside Canada, whether or not any director or officer of the corporation in Canada had knowledge of the conspiracy, combination, agreement or arrangement.

149. The purpose of the conspiratorial conduct of the Denso Defendants, the Hitachi Defendants and their co-conspirators was to increase, fix, rig or stabilize the price of Air Flow Meters. As a direct and foreseeable result of the Conspiracy, the prices of 1) Air Flow Meters, and 2) new motor vehicles containing Air Flow Meters were artificially inflated.

150. As a consequence of the increased price of Air Flow Meters, economic losses and damages were incurred by direct purchasers of the Air Flow Meters, including OEMs and Tier I Manufacturers, including in the province of Saskatchewan.

151. Economic losses and damages were also incurred by indirect purchasers of Air Flow Meters, including in the province of Saskatchewan, who 1) purchased and/or leased new vehicles containing Air Flow Meters, and/or 2) purchased replacement Air Flow Meters for their vehicles.

152. The Denso Defendants and the Hitachi Defendants intended to cause damage to the Plaintiff and Class Members. Alternatively, the Denso Defendants and the Hitachi Defendants knew or ought to have known that their actions would injure the Plaintiff and Class Members.

153. The conduct of the Denso Defendants and the Hitachi Defendants in furtherance of the Conspiracy was unlawful and inequitable. The increased revenues that the Denso

Defendants and the Hitachi Defendants realized as a consequence of artificially inflating the prices of Air Flow Meters are ill-gotten profits.

154. Pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34, the Plaintiff and Class Members are entitled to recover from the Denso Defendants and the Hitachi Defendants an amount equal to the loss or damage suffered by them, together with any additional amount that the Court may allow.

155. The Plaintiff and Class Members are also entitled to damages at common law or, alternatively, to restitutionary damages.

156. Each of the Denso Defendants and the Hitachi Defendants is jointly and severally liable for the actions of each of the other Denso Defendants, the Hitachi Defendants and their co-conspirators and for the damages allocated to each Defendant.

c. The Alternators Market

157. "Alternators" are devices that charge a vehicle's battery, and power the electrical system of a vehicle when its engine is running. If the Alternator is not working properly, the battery will eventually lose its charge and all electrical systems in the vehicle will stop working. When an Alternator is not working, it is usually replaced rather than repaired.

158. The manufacture and sale of Alternators is a multi-million dollar industry.

159. Alternators are installed by OEMs in new cars as part of the automotive manufacturing process. They are also installed by OEMs in cars to replace worn out, defective or damaged Alternators.

160. The Denso Defendants and the Hitachi Defendants manufacture, market, and/or sell Alternators.

161. In response to RFQs for Alternators, the Denso Defendants and the Hitachi Defendants submitted price quotes to various OEMs and Tier I Manufacturers. In response to their submitted quotes, the Denso Defendants and the Hitachi Defendants or some of them were awarded certain supply contracts.

162. Pursuant to these supply contracts, the Denso Defendants and the Hitachi Defendants manufactured Alternators in Canada, the United States, Japan and elsewhere and then supplied the Alternators to various OEMs and Tier I Manufacturers for installation in vehicles 1) manufactured and sold in Canada, 2) manufactured and sold in the United States, 3) manufactured and sold elsewhere, 4) manufactured in Canada and then exported

to and sold elsewhere, 5) manufactured in the United States or elsewhere and then imported to and sold in Canada, and/or 6) as replacement parts.

163. The affected OEMs included, but were not limited to: Toyota; GM; Honda Motor Co., Ltd. and certain of its subsidiaries, affiliates, and suppliers in Canada, the United States, Japan and elsewhere (collectively "Honda"); and Aktiebolaget Volvo and certain of its subsidiaries, affiliates, and suppliers in Canada, the United States, Sweden and elsewhere (collectively "Volvo").

164. The identities of all affected OEMs and Tier I Manufacturers who entered into supply contracts with the Denso Defendants, the Hitachi Defendants and their co-conspirators are currently unknown to the Plaintiff.

The Conspiracy

165. The Denso Defendants and the Hitachi Defendants voluntarily colluded with each other and with other co-conspirators to use unlawful means to injure the economic interests of 1) OEMs and/or Tier I Manufacturers, and 2) indirect purchasers of the Alternators.

166. Beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Denso Defendants, the Hitachi Defendants and their co-conspirators knowingly entered into one or more continuing agreement(s), understanding(s) and concert(s) of action to 1) increase or maintain the prices of Alternators, and/or 2) suppress and eliminate competition with respect to the manufacture, marketing, sale and/or distribution of Alternators (collectively the "Alternators Agreement"), and to conceal their Alternators Agreement from OEMs, Tier I Manufacturers and industry stakeholders.

167. The substantial terms of the Alternators Agreement included: 1) fixing, maintaining, increasing or controlling the price for the supply of Alternators sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) allocating sales, territories, customers or markets for the production or supply of Alternators sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 3) fixing, maintaining, controlling, preventing, lessening or eliminating the production or supply of Alternators sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 4) engaging in bid-rigging with respect to

quotes for the supply of Alternators sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere.

168. With respect to the Conspiracy, "price" includes any discount, rebate, allowance, price concession or other advantage in relation to the supply of the Alternators.

169. Bid-rigging, with respect to the Conspiracy, means

1) an agreement or arrangement between or among the Denso Defendants, the Hitachi Defendants and their co-conspirators whereby one or more of those persons agreed or undertook not to submit a bid or tender in response to a call or request for bids or tenders, or agreed or undertook to withdraw a bid or tender submitted in response to such a call or request, or
2) the submission, in response to a call or request for bids or tenders, of bids or tenders were arrived at by the agreement or arrangement between or among the Denso Defendants, the Hitachi Defendants and their co-conspirators

where the agreement or arrangement was not made known to OEMs and/or Tier I Manufacturers calling for or requesting the bids or tenders for Alternators at or before the time when any bid or tender was submitted or withdrawn by the Denso Defendants, the Hitachi Defendants and/or their co-conspirators.

170. For the purpose of carrying out the Conspiracy, the Denso Defendants, the Hitachi Defendants and their co-conspirators engaged in conduct that included, among other things:

a. participating in meetings, conversations and other communications to discuss the bids and price quotations to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;
b. participating in meetings, conversations and other communications to discuss the allocation among the companies of certain sales, territories, customers or markets for the production or supply of Alternators;
c. agreeing, during those meetings, conversations and communications on bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, agreeing that one or more of the companies not submit bids in response to RFQs or that one or more companies withdraw bids submitted in response to RFQs;

d. agreeing, during those meetings, conversations and communications to fix, maintain, increase or control the price (including ARPs) for the supply of Alternators sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

e. agreeing, during those meetings, conversations and communications to allocate among the companies certain sales, territories, customers or markets for the production or supply of Alternators sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

f. agreeing, during those meetings, conversations and communications to fix, maintain, control, prevent, lessen or eliminate the production or supply of Alternators sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

g. in order to effectuate the Alternators Agreement, exchanging information on: 1) bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) the allocation of certain sales, territories, customers or markets for the production or supply of Alternators sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 3) the production and supply of Alternators sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

h. in accordance with the Alternators Agreement, submitting bids and price quotations (including ARPs) to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, declining to submit bids in response to RFQs or withdrawing bids submitted in response to RFQs;

i. in accordance with the Alternators Agreement, fixing, maintaining, increasing and/or controlling the price (including ARPs) for the supply of Alternators sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

j. in accordance with the Alternators Agreement, allocating among the companies certain sales, territories, customers and/or markets for the production or supply

of Alternators sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

k. in accordance with the Alternators Agreement, fixing, maintaining, controlling, preventing, lessening and/or eliminating the production and/or supply of Alternators sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

l. selling Alternators to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices;

m. accepting payment for Alternators sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices which resulted in increased revenues for the Denso Defendants, the Hitachi Defendants and their co-conspirators;

n. Engaging in meetings, conversations and other communications for the purpose of monitoring and enforcing adherence to the agreed upon bid-rigging and price fixing scheme; and

o. Employing measures to keep their conduct secret, including but not limited to using code names and meeting at remote locations.

The Plaintiff and Class Members Suffered Injury

171. As a direct result of the anticompetitive and unlawful conduct alleged herein, the Plaintiff and Class Members paid artificially inflated prices for Alternators during the Class Period and have thereby suffered injury.

172. The Denso Defendants' and the Hitachi Defendants' price-fixing Conspiracy had the following effects, among others:

- Price competition has been restrained or eliminated with respect to Alternators;
- The prices of Alternators have been fixed, increased, maintained, or stabilized at artificially inflated levels;
- Direct and indirect purchasers of Alternators have been deprived of free and open competition; and
- Direct and indirect purchasers of Alternators in Canada, including in the province of Saskatchewan, the United States, Japan and elsewhere paid artificially inflated prices for the Air Conditioning Systems.

173. The conduct of the Denso Defendants, the Hitachi Defendants and their co-conspirators was contrary to Part VI of the *Competition Act*, RSC 1985, c C-34.

174. Each of the Denso Defendants and the Hitachi Defendants aided, abetted and/or counselled each of the other Denso Defendants, Hitachi Defendants and their co-conspirators in the commission of the breaches of Part VI of the *Competition Act*, RSC 1985, c C-34. Each of the Denso Defendants and the Hitachi Defendants therefore violated sections 21 and 22 of the *Criminal Code*, RSC 1985, c C-46.

175. The conduct of the Denso Defendants, the Hitachi Defendants and their co-conspirators was also contrary to the competition laws of the United States, Japan and various European nations.

176. Further, for the purpose of giving effect to the Conspiracy and contrary to Part VI of the *Competition Act*, RSC 1985, c C-34, beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Denso Defendants and the Hitachi Defendants wherever incorporated who carried on business in Canada, implemented, in whole or in part in Canada, a directive, instruction, intimation of policy or other communication to the corporation or any person from a person in a country other than Canada who was in a position to direct or influence the policies of the corporation, which communication was for the purpose of giving effect to a conspiracy, combination, agreement or arrangement entered into outside Canada, whether or not any director or officer of the corporation in Canada had knowledge of the conspiracy, combination, agreement or arrangement.

177. The purpose of the conspiratorial conduct of the Denso Defendants, the Hitachi Defendants and their co-conspirators was to increase, fix, rig or stabilize the price of Alternators. As a direct and foreseeable result of the Conspiracy, the prices of 1) Alternators, and 2) new motor vehicles containing Alternators were artificially inflated.

178. As a consequence of the increased price of Alternators, economic losses and damages were incurred by direct purchasers of the Alternators, including OEMs and Tier I Manufacturers, including in the province of Saskatchewan.

179. Economic losses and damages were also incurred by indirect purchasers of Alternators, including in the province of Saskatchewan, who 1) purchased and/or leased

new vehicles containing Alternators, and/or 2) purchased replacement Alternators for their vehicles.

180. The Denso Defendants and the Hitachi Defendants intended to cause damage to the Plaintiff and Class Members. Alternatively, the Denso Defendants and the Hitachi Defendants knew or ought to have known that their actions would injure the Plaintiff and Class Members.

181. The conduct of the Denso Defendants and the Hitachi Defendants in furtherance of the Conspiracy was unlawful and inequitable. The increased revenues that the Denso Defendants and the Hitachi Defendants realized as a consequence of artificially inflating the prices of Alternators are ill-gotten profits.

182. Pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34, the Plaintiff and Class Members are entitled to recover from the Denso Defendants and the Hitachi Defendants an amount equal to the loss or damage suffered by them, together with any additional amount that the Court may allow.

183. The Plaintiff and Class Members are also entitled to damages at common law or, alternatively, to restitutionary damages.

184. Each of the Denso Defendants and the Hitachi Defendants is jointly and severally liable for the actions of each of the other Denso Defendants, the Hitachi Defendants and their co-conspirators and for the damages allocated to each Defendant.

d. The Automotive Lamps Market

185. "Automotive Lamps" consist of headlamps and rear combination lamps. Headlamps on vehicles are primarily responsible for illuminating the road ahead during periods of low visibility, without blinding oncoming traffic. Headlamps also make a vehicle easily visible. Rear combination lamps functionally integrate communication signals from rear lights to inform drivers behind the vehicle of the presence of the car: stop lamps to indicate that the brake is activated, turn signal lamps to give a flashing warning light on the side of the vehicle toward the direction in which the car will be going, and backup lamps to assure the safety of the rear side of the car and indicate that the vehicle is moving backwards.

186. Automotive Lamps are installed by OEMs in new cars as part of the automotive manufacturing process. They are also installed by OEMs in cars to replace worn out, defective or damaged Automotive Lamps.

187. The Mitsuba Defendants manufacture, market, and/or sell Automotive Lamps.

188. In response to RFQs for Automotive Lamps, the Mitsuba Defendants submitted price quotes to various OEMs and Tier I Manufacturers. In response to their submitted quotes, the Mitsuba Defendants or some of them were awarded certain supply contracts.

189. Pursuant to these supply contracts, the Mitsuba Defendants manufactured Automotive Lamps in Canada, the United States, Japan and elsewhere and then supplied the Automotive Lamps to various OEMs and Tier I Manufacturers for installation in vehicles 1) manufactured and sold in Canada, 2) manufactured and sold in the United States, 3) manufactured and sold elsewhere, 4) manufactured in Canada and then exported to and sold elsewhere, 5) manufactured in the United States or elsewhere and then imported to and sold in Canada, and/or 6) as replacement parts.

190. The affected OEMs included, but were not limited to: Toyota, Nissan, Subaru, Mitsubishi, and Mazda Motor Corporation and certain of its subsidiaries, affiliates, and suppliers in Canada, the United States, Japan and elsewhere (collectively "Mazda").

191. The identities of all affected OEMs and Tier I Manufacturers who entered into supply contracts with the Mitsuba Defendants and their co-conspirators are currently unknown to the Plaintiff.

The Conspiracy

192. The Mitsuba Defendants voluntarily colluded with other co-conspirators to use unlawful means to injure the economic interests of 1) OEMs and/or Tier I Manufacturers, and 2) indirect purchasers of the Automotive Lamps.

193. Beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Mitsuba Defendants and their co-conspirators knowingly entered into one or more continuing agreement(s), understanding(s) and concert(s) of action to 1) increase or maintain the prices of Automotive Lamps, and/or 2) suppress and eliminate competition with respect to the manufacture, marketing, sale and/or distribution of Automotive Lamps (collectively the "Automotive Lamps Agreement"), and to conceal their Automotive Lamps Agreement from OEMs, Tier I Manufacturers and industry stakeholders.

194. The substantial terms of the Automotive Lamps Agreement included: 1) fixing, maintaining, increasing or controlling the price for the supply of Automotive Lamps sold to

OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) allocating sales, territories, customers or markets for the production or supply of Automotive Lamps sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 3) fixing, maintaining, controlling, preventing, lessening or eliminating the production or supply of Automotive Lamps sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 4) engaging in bid-rigging with respect to quotes for the supply of Automotive Lamps sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere.

195. With respect to the Conspiracy, "price" includes any discount, rebate, allowance, price concession or other advantage in relation to the supply of the Automotive Lamps.

196. Bid-rigging, with respect to the Conspiracy, means

1) an agreement or arrangement between or among the Mitsuba Defendants and their co-conspirators whereby one or more of those persons agreed or undertook not to submit a bid or tender in response to a call or request for bids or tenders, or agreed or undertook to withdraw a bid or tender submitted in response to such a call or request, or
2) the submission, in response to a call or request for bids or tenders, of bids or tenders were arrived at by the agreement or arrangement between or among the Mitsuba Defendants and their co-conspirators

where the agreement or arrangement was not made known to OEMs and/or Tier I Manufacturers calling for or requesting the bids or tenders for Automotive Lamps at or before the time when any bid or tender was submitted or withdrawn by the Mitsuba Defendants and/or their co-conspirators.

197. For the purpose of carrying out the Conspiracy, the Mitsuba Defendants and their co-conspirators engaged in conduct that included, among other things:

a. participating in meetings, conversations and other communications to discuss the bids and price quotations to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;
b. participating in meetings, conversations and other communications to discuss the allocation among the companies of certain sales, territories, customers or markets for the production or supply of Automotive Lamps;

c. agreeing, during those meetings, conversations and communications on bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, agreeing that one or more of the companies not submit bids in response to RFQs or that one or more companies withdraw bids submitted in response to RFQs;

d. agreeing, during those meetings, conversations and communications to fix, maintain, increase or control the price (including ARPs) for the supply of Automotive Lamps sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

e. agreeing, during those meetings, conversations and communications to allocate among the companies certain sales, territories, customers or markets for the production or supply of Automotive Lamps sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

f. agreeing, during those meetings, conversations and communications to fix, maintain, control, prevent, lessen or eliminate the production or supply of Automotive Lamps sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

g. in order to effectuate the Automotive Lamps Agreement, exchanging information on: 1) bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) the allocation of certain sales, territories, customers or markets for the production or supply of Automotive Lamps sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 3) the production and supply of Automotive Lamps sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

h. in accordance with the Automotive Lamps Agreement, submitting bids and price quotations (including ARPs) to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, declining to submit bids in response to RFQs or withdrawing bids submitted in response to RFQs;

i. in accordance with the Automotive Lamps Agreement, fixing, maintaining, increasing and/or controlling the price (including ARPs) for the supply of Automotive Lamps sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

j. in accordance with the Automotive Lamps Agreement, allocating among the companies certain sales, territories, customers and/or markets for the production or supply of Automotive Lamps sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

k. in accordance with the Automotive Lamps Agreement, fixing, maintaining, controlling, preventing, lessening and/or eliminating the production and/or supply of Automotive Lamps sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

l. selling Automotive Lamps to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices;

m. accepting payment for Automotive Lamps sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices which resulted in increased revenues for the Mitsuba Defendants and their co-conspirators;

n. Engaging in meetings, conversations and other communications for the purpose of monitoring and enforcing adherence to the agreed upon bid-rigging and price fixing scheme; and

o. Employing measures to keep their conduct secret, including but not limited to using code names and meeting at remote locations.

The Plaintiff and Class Members Suffered Injury

198. As a direct result of the anticompetitive and unlawful conduct alleged herein, the Plaintiff and Class Members paid artificially inflated prices for Automotive Lamps during the Class Period and have thereby suffered injury.

199. The Mitsuba Defendants' price-fixing Conspiracy had the following effects, among others:

- Price competition has been restrained or eliminated with respect to Automotive Lamps;

- The prices of Automotive Lamps have been fixed, increased, maintained, or stabilized at artificially inflated levels;
- Direct and indirect purchasers of Automotive Lamps have been deprived of free and open competition; and
- Direct and indirect purchasers of Automotive Lamps in Canada, including in the province of Saskatchewan, the United States, Japan and elsewhere paid artificially inflated prices for the Automotive Lamps.

200. The conduct of the Mitsuba Defendants and their co-conspirators was contrary to Part VI of the *Competition Act*, RSC 1985, c C-34.

201. Each of the Mitsuba Defendants aided, abetted and/or counselled the other Mitsuba Defendant and their co-conspirators in the commission of the breaches of Part VI of the *Competition Act*, RSC 1985, c C-34. Each Mitsuba Defendant therefore violated sections 21 and 22 of the *Criminal Code*, RSC 1985, c C-46.

202. The conduct of the Mitsuba Defendants and their co-conspirators was also contrary to the competition laws of the United States, Japan and various European nations.

203. The purpose of the conspiratorial conduct of the Mitsuba Defendants and their co-conspirators was to increase, fix, rig or stabilize the price of Automotive Lamps. As a direct and foreseeable result of the Conspiracy, the prices of 1) Automotive Lamps, and 2) new motor vehicles containing Automotive Lamps were artificially inflated.

204. As a consequence of the increased price of Automotive Lamps, economic losses and damages were incurred by direct purchasers of the Automotive Lamps, including OEMs and Tier I Manufacturers, including in the province of Saskatchewan.

205. Economic losses and damages were also incurred by indirect purchasers of Automotive Lamps, including in the province of Saskatchewan, who 1) purchased and/or leased new vehicles containing Automotive Lamps, and/or 2) purchased replacement Automotive Lamps for their vehicles.

206. The Mitsuba Defendants intended to cause damage to the Plaintiff and Class Members. Alternatively, the Mitsuba Defendants knew or ought to have known that their actions would injure the Plaintiff and Class Members.

207. The conduct of the Mitsuba Defendants in furtherance of the Conspiracy was unlawful and inequitable. The increased revenues that the Mitsuba Defendants realized as a consequence of artificially inflating the prices of Automotive Lamps are ill-gotten profits.

208. Pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34, the Plaintiff and Class Members are entitled to recover from the Mitsuba Defendants an amount equal to the loss or damage suffered by them, together with any additional amount that the Court may allow.

209. The Plaintiff and Class Members are also entitled to damages at common law or, alternatively, to restitutionary damages.

210. Each Mitsuba Defendant is jointly and severally liable for the actions of the other Mitsuba Defendant and their co-conspirators and for the damages allocated to each Defendant.

e. The Automotive Switches Market

211. "Automotive Switches" include one or more of the following: (i) the steering wheel switch, which is installed in the steering wheel of a vehicle and is operated by the driver of the vehicle to control functions within the vehicle, (ii) the turn switch, which is a lever switch installed behind the steering wheel of a vehicle and is operated by the driver of the vehicle to signal a left or right turn and control high/low beam selection, (iii) the wiper switch, which is a lever switch installed behind the steering wheel of a vehicle and is operated by the driver of the vehicle to activate the vehicle's windshield wipers, (iv) the combination switch, which is a combination of the turn and wiper switches as one unit, sold together as a pair, and (v) the door courtesy switch, which is a switch installed in the door frame of a vehicle that activates the courtesy lamp inside the vehicle when the vehicle door opens.

212. Automotive Switches are installed by OEMs in new cars as part of the automotive manufacturing process. They are also installed by OEMs in cars to replace worn out, defective or damaged Automotive Switches.

213. The Mitsuba Defendants and the Tokai Rika Defendants manufacture, market, and/or sell Automotive Switches.

214. In response to RFQs for Automotive Switches, the Mitsuba Defendants and the Tokai Rika Defendants submitted price quotes to various OEMs and Tier I Manufacturers.

In response to their submitted quotes, the Mitsuba Defendants and the Tokai Rika Defendants or some of them were awarded certain supply contracts.

215. Pursuant to these supply contracts, the Mitsuba Defendants and the Tokai Rika Defendants manufactured Automotive Switches in Canada, the United States, Japan and elsewhere and then supplied the Automotive Switches to various OEMs and Tier I Manufacturers for installation in vehicles 1) manufactured and sold in Canada, 2) manufactured and sold in the United States, 3) manufactured and sold elsewhere, 4) manufactured in Canada and then exported to and sold elsewhere, 5) manufactured in the United States or elsewhere and then imported to and sold in Canada, and/or 6) as replacement parts.

216. The affected OEMs included, but were not limited to Toyota.

217. The identities of all affected OEMs and Tier I Manufacturers who entered into supply contracts with the Mitsuba Defendants, the Tokai Rika Defendants and their co-conspirators are currently unknown to the Plaintiff.

The Conspiracy

218. Each of the Mitsuba Defendants and the Tokai Rika Defendants voluntarily colluded with each of the other Mitsuba Defendants and the Tokai Rika Defendants and with other co-conspirators to use unlawful means to injure the economic interests of 1) OEMs and/or Tier I Manufacturers, and 2) indirect purchasers of the Automotive Switches.

219. Beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Mitsuba Defendants, the Tokai Rika Defendants and their co-conspirators knowingly entered into one or more continuing agreement(s), understanding(s) and concert(s) of action to 1) increase or maintain the prices of Automotive Switches, and/or 2) suppress and eliminate competition with respect to the manufacture, marketing, sale and/or distribution of Automotive Switches (collectively the "Automotive Switches Agreement"), and to conceal their Automotive Switches Agreement from OEMs, Tier I Manufacturers and industry stakeholders.

220. The substantial terms of the Automotive Switches Agreement included: 1) fixing, maintaining, increasing or controlling the price for the supply of Automotive Switches sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) allocating sales, territories, customers or markets for the production or supply of

Automotive Switches sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 3) fixing, maintaining, controlling, preventing, lessening or eliminating the production or supply of Automotive Switches sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 4) engaging in bid-rigging with respect to quotes for the supply of Automotive Switches sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere.

221. With respect to the Conspiracy, "price" includes any discount, rebate, allowance, price concession or other advantage in relation to the supply of the Automotive Switches.

222. Bid-rigging, with respect to the Conspiracy, means

1) an agreement or arrangement between or among the Mitsuba Defendants, the Tokai Rika Defendants and their co-conspirators whereby one or more of those persons agreed or undertook not to submit a bid or tender in response to a call or request for bids or tenders, or agreed or undertook to withdraw a bid or tender submitted in response to such a call or request, or
2) the submission, in response to a call or request for bids or tenders, of bids or tenders were arrived at by the agreement or arrangement between or among the Mitsuba Defendants, the Tokai Rika Defendants and their co-conspirators

where the agreement or arrangement was not made known to OEMs and/or Tier I Manufacturers calling for or requesting the bids or tenders for Automotive Switches at or before the time when any bid or tender was submitted or withdrawn by the Mitsuba Defendants, the Tokai Rika Defendants and/or their co-conspirators.

223. For the purpose of carrying out the Conspiracy, the Mitsuba Defendants, the Tokai Rika Defendants and their co-conspirators engaged in conduct that included, among other things:

a. participating in meetings, conversations and other communications to discuss the bids and price quotations to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;
b. participating in meetings, conversations and other communications to discuss the allocation among the companies of certain sales, territories, customers or markets for the production or supply of Automotive Switches;

c. agreeing, during those meetings, conversations and communications on bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, agreeing that one or more of the companies not submit bids in response to RFQs or that one or more companies withdraw bids submitted in response to RFQs;

d. agreeing, during those meetings, conversations and communications to fix, maintain, increase or control the price (including ARPs) for the supply of Automotive Switches sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

e. agreeing, during those meetings, conversations and communications to allocate among the companies certain sales, territories, customers or markets for the production or supply of Automotive Switches sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

f. agreeing, during those meetings, conversations and communications to fix, maintain, control, prevent, lessen or eliminate the production or supply of Automotive Switches sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

g. in order to effectuate the Automotive Switches Agreement, exchanging information on: 1) bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) the allocation of certain sales, territories, customers or markets for the production or supply of Automotive Switches sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 3) the production and supply of Automotive Switches sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

h. in accordance with the Automotive Switches, submitting bids and price quotations (including ARPs) to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, declining to submit bids in response to RFQs or withdrawing bids submitted in response to RFQs;

i. in accordance with the Automotive Switches Agreement, fixing, maintaining, increasing and/or controlling the price (including ARPs) for the supply of Automotive Switches sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

j. in accordance with the Automotive Switches Agreement, allocating among the companies certain sales, territories, customers and/or markets for the production or supply of Automotive Switches sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

k. in accordance with the Automotive Switches Agreement, fixing, maintaining, controlling, preventing, lessening and/or eliminating the production and/or supply of Automotive Switches sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

l. selling Automotive Switches to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices;

m. accepting payment for Automotive Switches sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices which resulted in increased revenues for the Mitsuba Defendants, the Tokai Rika Defendants and their co-conspirators;

n. Engaging in meetings, conversations and other communications for the purpose of monitoring and enforcing adherence to the agreed upon bid-rigging and price fixing scheme; and

o. Employing measures to keep their conduct secret, including but not limited to using code names and meeting at remote locations.

The Plaintiff and Class Members Suffered Injury

224. As a direct result of the anticompetitive and unlawful conduct alleged herein, the Plaintiff and Class Members paid artificially inflated prices for Automotive Switches during the Class Period and have thereby suffered injury.

225. The Mitsuba Defendants and the Tokai Rika Defendants' price-fixing Conspiracy had the following effects, among others:

- Price competition has been restrained or eliminated with respect to Automotive Switches;

- The prices of Automotive Switches have been fixed, increased, maintained, or stabilized at artificially inflated levels;
- Direct and indirect purchasers of Automotive Switches have been deprived of free and open competition; and
- Direct and indirect purchasers of Automotive Switches in Canada, including in the province of Saskatchewan, the United States, Japan and elsewhere paid artificially inflated prices for the Automotive Switches.

226. The conduct of the Mitsuba Defendants, the Tokai Rika Defendants and their co-conspirators was contrary to Part VI of the *Competition Act*, RSC 1985, c C-34.

227. Each of the Mitsuba Defendants and the Tokai Rika Defendants aided, abetted and/or counselled each of the other Mitsuba Defendants and the Tokai Rika Defendants and their co-conspirators in the commission of the breaches of Part VI of the *Competition Act*, RSC 1985, c C-34. Each of the Mitsuba Defendants and the Tokai Rika Defendants therefore violated sections 21 and 22 of the *Criminal Code*, RSC 1985, c C-46.

228. The conduct of the Mitsuba Defendants, the Tokai Rika Defendants and their co-conspirators was also contrary to the competition laws of the United States, Japan and various European nations.

229. The purpose of the conspiratorial conduct of the Mitsuba Defendants, the Tokai Rika Defendants and their co-conspirators was to increase, fix, rig or stabilize the price of Automotive Switches. As a direct and foreseeable result of the Conspiracy, the prices of 1) Automotive Switches, and 2) new motor vehicles containing Automotive Switches were artificially inflated.

230. As a consequence of the increased price of Automotive Switches, economic losses and damages were incurred by direct purchasers of the Automotive Switches, including OEMs and Tier I Manufacturers, including in the province of Saskatchewan.

231. Economic losses and damages were also incurred by indirect purchasers of Automotive Switches, including in the province of Saskatchewan, who 1) purchased and/or leased new vehicles containing Automotive Switches, and/or 2) purchased replacement Automotive Switches for their vehicles.

232. The Mitsuba Defendants and the Tokai Rika Defendants intended to cause damage to the Plaintiff and Class Members. Alternatively, the Mitsuba Defendants and the Tokai

Rika Defendants knew or ought to have known that their actions would injure the Plaintiff and Class Members.

233. The conduct of the Mitsuba Defendants and the Tokai Rika Defendants in furtherance of the Conspiracy was unlawful and inequitable. The increased revenues that the Mitsuba Defendants and the Tokai Rika Defendants realized as a consequence of artificially inflating the prices of Automotive Switches are ill-gotten profits.

234. Pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34, the Plaintiff and Class Members are entitled to recover from the Mitsuba Defendants and the Tokai Rika Defendants an amount equal to the loss or damage suffered by them, together with any additional amount that the Court may allow.

235. The Plaintiff and Class Members are also entitled to damages at common law or, alternatively, to restitutionary damages.

236. Each of the Mitsuba Defendants and the Tokai Rika Defendants is jointly and severally liable for the actions of each of the other Mitsuba Defendants, the Tokai Rika Defendants and their co-conspirators and for the damages allocated to each Defendant.

f. The Automotive Brake Hoses Market

237. "Automotive Brake Hoses" are flexible hoses that carry brake fluid through the hydraulic brake system of automobiles and other light duty vehicles. Automotive Brake Hoses are standard features of every new vehicle.

238. Automotive Brake Hoses are installed by OEMs in new cars as part of the automotive manufacturing process. They are also installed by OEMs in cars to replace worn out, defective or damaged Automotive Brake Hoses.

239. The Hitachi Defendants manufacture, market, and/or sell Automotive Brake Hoses.

240. In response to RFQs for Automotive Brake Hoses, the Hitachi Defendants submitted price quotes to various OEMs and Tier I Manufacturers. In response to their submitted quotes, the Hitachi Defendants or some of them were awarded certain supply contracts.

241. Pursuant to these supply contracts, the Hitachi Defendants manufactured Automotive Brake Hoses in Canada, the United States, Japan and elsewhere and then supplied the Automotive Brake Hoses to various OEMs and Tier I Manufacturers for installation in vehicles 1) manufactured and sold in Canada, 2) manufactured and sold in

the United States, 3) manufactured and sold elsewhere, 4) manufactured in Canada and then exported to and sold elsewhere, 5) manufactured in the United States or elsewhere and then imported to and sold in Canada, and/or 6) as replacement parts.

242. The affected OEMs included, but were not limited to: Toyota; GM; Ford; Honda; Nissan; Volvo; BMW; Mercedes-Benz; Mitsubishi; Mazda; Suzuki; Chrysler; Kia; and Hyundai.

243. The identities of all affected OEMs and Tier I Manufacturers who entered into supply contracts with the Hitachi Defendants and their co-conspirators are currently unknown to the Plaintiff.

The Conspiracy

244. The Hitachi Defendants voluntarily colluded with each other and with other co-conspirators to use unlawful means to injure the economic interests of 1) OEMs and/or Tier I Manufacturers, and 2) indirect purchasers of the Automotive Brake Hoses.

245. Beginning at least as early as November 2005 and continuing until at least September 2009, the exact dates being unknown to the Plaintiff, the Hitachi Defendants and their co-conspirators knowingly entered into one or more continuing agreement(s), understanding(s) and concert(s) of action to 1) increase or maintain the prices of Automotive Brake Hoses, and/or 2) suppress and eliminate competition with respect to the manufacture, marketing, sale and/or distribution of Automotive Brake Hoses (collectively the "Automotive Brake Hoses Agreement"), and to conceal their Automotive Brake Hoses Agreement from OEMs, Tier I Manufacturers and industry stakeholders.

246. The substantial terms of the Automotive Brake Hoses Agreement included: 1) fixing, maintaining, increasing or controlling the price for the supply of Automotive Brake Hoses sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) allocating sales, territories, customers or markets for the production or supply of Automotive Brake Hoses sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 3) fixing, maintaining, controlling, preventing, lessening or eliminating the production or supply of Automotive Brake Hoses sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 4) engaging in bid-rigging with respect to quotes for the supply of Automotive

Brake Hoses sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere.

247. With respect to the Conspiracy, "price" includes any discount, rebate, allowance, price concession or other advantage in relation to the supply of the Automotive Brake Hoses.

248. Bid-rigging, with respect to the Conspiracy, means

1) an agreement or arrangement between or among the Hitachi Defendants and their co-conspirators whereby one or more of those persons agreed or undertook not to submit a bid or tender in response to a call or request for bids or tenders, or agreed or undertook to withdraw a bid or tender submitted in response to such a call or request, or
2) the submission, in response to a call or request for bids or tenders, of bids or tenders were arrived at by the agreement or arrangement between or among the Hitachi Defendants and their co-conspirators

where the agreement or arrangement was not made known to OEMs and/or Tier I Manufacturers calling for or requesting the bids or tenders for Automotive Brake Hoses at or before the time when any bid or tender was submitted or withdrawn by the Hitachi Defendants and/or their co-conspirators.

249. For the purpose of carrying out the Conspiracy, the Hitachi Defendants and their co-conspirators engaged in conduct that included, among other things:

a. participating in meetings, conversations and other communications to discuss the bids and price quotations to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;
b. participating in meetings, conversations and other communications to discuss the allocation among the companies of certain sales, territories, customers or markets for the production or supply of Automotive Brake Hoses;
c. agreeing, during those meetings, conversations and communications on bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, agreeing that one or more of the companies not submit bids in

response to RFQs or that one or more companies withdraw bids submitted in response to RFQs;

d. agreeing, during those meetings, conversations and communications to fix, maintain, increase or control the price (including ARPs) for the supply of Automotive Brake Hoses sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

e. agreeing, during those meetings, conversations and communications to allocate among the companies certain sales, territories, customers or markets for the production or supply of Automotive Brake Hoses sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

f. agreeing, during those meetings, conversations and communications to fix, maintain, control, prevent, lessen or eliminate the production or supply of Automotive Brake Hoses sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

g. in order to effectuate the Automotive Brake Hoses Agreement, exchanging information on: 1) bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) the allocation of certain sales, territories, customers or markets for the production or supply of Automotive Brake Hoses sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 3) the production and supply of Automotive Brake Hoses sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

h. in accordance with the Automotive Brake Hoses Agreement, submitting bids and price quotations (including ARPs) to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, declining to submit bids in response to RFQs or withdrawing bids submitted in response to RFQs;

i. in accordance with the Automotive Brake Hoses Agreement, fixing, maintaining, increasing and/or controlling the price (including ARPs) for the supply of Automotive Brake Hoses sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

j. in accordance with the Automotive Brake Hoses Agreement, allocating among the companies certain sales, territories, customers and/or markets for the production or supply of Automotive Brake Hoses sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

k. in accordance with the Automotive Brake Hoses Agreement, fixing, maintaining, controlling, preventing, lessening and/or eliminating the production and/or supply of Automotive Brake Hoses sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

l. selling Automotive Brake Hoses to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices;

m. accepting payment for Automotive Brake Hoses sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices which resulted in increased revenues for the Hitachi Defendants and their co-conspirators;

n. Engaging in meetings, conversations and other communications for the purpose of monitoring and enforcing adherence to the agreed upon bid-rigging and price fixing scheme; and

o. Employing measures to keep their conduct secret, including but not limited to using code names and meeting at remote locations.

The Plaintiff and Class Members Suffered Injury

250. As a direct result of the anticompetitive and unlawful conduct alleged herein, the Plaintiff and Class Members paid artificially inflated prices for Automotive Brake Hoses during the Class Period and have thereby suffered injury.

251. The Hitachi Defendants' price-fixing Conspiracy had the following effects, among others:

- Price competition has been restrained or eliminated with respect to Automotive Brake Hoses;
- The prices of Automotive Brake Hoses have been fixed, increased, maintained, or stabilized at artificially inflated levels;
- Direct and indirect purchasers of Automotive Brake Hoses have been deprived of

free and open competition; and

- Direct and indirect purchasers of Automotive Brake Hoses in Canada, including in the province of Saskatchewan, the United States, Japan and elsewhere paid artificially inflated prices for the Automotive Brake Hoses.

252. The conduct of the Hitachi Defendants and their co-conspirators was contrary to Part VI of the *Competition Act*, RSC 1985, c C-34.

253. Each of the Hitachi Defendants aided, abetted and/or counselled each of the other Hitachi Defendants and their co-conspirators in the commission of the breaches of Part VI of the *Competition Act*, RSC 1985, c C-34. Each of the Hitachi Defendants therefore violated sections 21 and 22 of the *Criminal Code*, RSC 1985, c C-46.

254. The conduct of the Hitachi Defendants and their co-conspirators was also contrary to the competition laws of the United States, Japan and various European nations.

255. Further, for the purpose of giving effect to the Conspiracy and contrary to Part VI of the *Competition Act*, RSC 1985, c C-34, beginning at least as early as November 2005 and continuing until at least September 2009, the exact dates being unknown to the Plaintiff, the Hitachi Defendants wherever incorporated who carried on business in Canada, implemented, in whole or in part in Canada, a directive, instruction, intimation of policy or other communication to the corporation or any person from a person in a country other than Canada who was in a position to direct or influence the policies of the corporation, which communication was for the purpose of giving effect to a conspiracy, combination, agreement or arrangement entered into outside Canada, whether or not any director or officer of the corporation in Canada had knowledge of the conspiracy, combination, agreement or arrangement.

256. The purpose of the conspiratorial conduct of the Hitachi Defendants and their co-conspirators was to increase, fix, rig or stabilize the price of Automotive Brake Hoses. As a direct and foreseeable result of the Conspiracy, the prices of 1) Automotive Brake Hoses, and 2) new motor vehicles containing Automotive Brake Hoses were artificially inflated.

257. As a consequence of the increased price of Automotive Brake Hoses, economic losses and damages were incurred by direct purchasers of the Automotive Brake Hoses, including OEMs and Tier I Manufacturers, including in the province of Saskatchewan.

258. Economic losses and damages were also incurred by indirect purchasers of Automotive Brake Hoses, including in the province of Saskatchewan, who 1) purchased and/or leased new vehicles containing Automotive Brake Hoses, and/or 2) purchased replacement Automotive Brake Hoses for their vehicles.

259. The Hitachi Defendants intended to cause damage to the Plaintiff and Class Members. Alternatively, the Hitachi Defendants knew or ought to have known that their actions would injure the Plaintiff and Class Members.

260. The conduct of the Hitachi Defendants in furtherance of the Conspiracy was unlawful and inequitable. The increased revenues that the Hitachi Defendants realized as a consequence of artificially inflating the prices of Automotive Brake Hoses are ill-gotten profits.

261. Pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34, the Plaintiff and Class Members are entitled to recover from the Hitachi Defendants an amount equal to the loss or damage suffered by them, together with any additional amount that the Court may allow.

262. The Plaintiff and Class Members are also entitled to damages at common law or, alternatively, to restitutionary damages.

Each of the Hitachi Defendants is jointly and severally liable for the actions of each of the other Hitachi Defendants and their co-conspirators and for the damages allocated to each Defendant.

g. The Electric Powered Steering Assemblies Market

263. "Electric Powered Steering Assemblies," which are defined to include electric power steering motors, provide electronic power to assist the driver to more easily steer the automobile. Electric Powered Steering Assemblies link the steering wheel to the tires, and include the column, intermediate shaft, and electronic control unit, among other parts, but do not include the steering wheel or tires.

264. "Pinion-Assist Type Electric Powered Steering Assemblies" provide power to the steering gear pinion shaft from electric motors to assist the driver to more easily steer the automobile. Pinion-Assist Type Electric Powered Steering Assemblies include an electronic control unit and link the steering wheel to the tires but do not include the column, intermediate shaft, steering wheel or tires. Pinion-Assist Type Electric Powered

Steering Assemblies are a subset of Electric Powered Steering Assemblies. The term Electric Powered Steering Assemblies, as used in this claim, includes Pinion-Assist Type Electric Powered Steering Assemblies.

265. Electric Powered Steering Assemblies are installed by OEMs in new cars as part of the automotive manufacturing process. They are also installed by OEMs in cars to replace worn out, defective or damaged Electric Powered Steering Assemblies.

266. The Mitsuba Defendants manufacture, market, and/or sell Electric Powered Steering Assemblies.

267. In response to RFQs for Electric Powered Steering Assemblies, the Mitsuba Defendants submitted price quotes to various OEMs and Tier I Manufacturers. In response to their submitted quotes, the Mitsuba Defendants or some of them were awarded certain supply contracts.

268. Pursuant to these supply contracts, the Mitsuba Defendants manufactured Electric Powered Steering Assemblies in Canada, the United States, Japan and elsewhere and then supplied the Electric Powered Steering Assemblies to various OEMs and Tier I Manufacturers for installation in vehicles 1) manufactured and sold in Canada, 2) manufactured and sold in the United States, 3) manufactured and sold elsewhere, 4) manufactured in Canada and then exported to and sold elsewhere, 5) manufactured in the United States or elsewhere and then imported to and sold in Canada, and/or 6) as replacement parts.

269. The affected OEMs included, but were not limited to Nissan and Honda.

270. The identities of all affected OEMs and Tier I Manufacturers who entered into supply contracts with the Mitsuba Defendants and their co-conspirators are currently unknown to the Plaintiff.

The Conspiracy

271. The Mitsuba Defendants voluntarily colluded with other co-conspirators to use unlawful means to injure the economic interests of 1) OEMs and/or Tier I Manufacturers, and 2) indirect purchasers of the Electric Powered Steering Assemblies.

272. Beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Mitsuba Defendants and their co-conspirators knowingly entered into one or more continuing agreement(s), understanding(s)

and concert(s) of action to 1) increase or maintain the prices of Electric Powered Steering Assemblies, and/or 2) suppress and eliminate competition with respect to the manufacture, marketing, sale and/or distribution of Electric Powered Steering Assemblies (collectively the "Electric Powered Steering Assemblies Agreement"), and to conceal their Electric Powered Steering Assemblies Agreement from OEMs, Tier I Manufacturers and industry stakeholders.

273. The substantial terms of the Electric Powered Steering Assemblies Agreement included: 1) fixing, maintaining, increasing or controlling the price for the supply of Electric Powered Steering Assemblies sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) allocating sales, territories, customers or markets for the production or supply of Electric Powered Steering Assemblies sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 3) fixing, maintaining, controlling, preventing, lessening or eliminating the production or supply of Electric Powered Steering Assemblies sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 4) engaging in bid-rigging with respect to quotes for the supply of Electric Powered Steering Assemblies sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere.

274. With respect to the Conspiracy, "price" includes any discount, rebate, allowance, price concession or other advantage in relation to the supply of the Electric Powered Steering Assemblies.

275. Bid-rigging, with respect to the Conspiracy, means

1) an agreement or arrangement between or among the Mitsuba Defendants and their co-conspirators whereby one or more of those persons agreed or undertook not to submit a bid or tender in response to a call or request for bids or tenders, or agreed or undertook to withdraw a bid or tender submitted in response to such a call or request, or
2) the submission, in response to a call or request for bids or tenders, of bids or tenders were arrived at by the agreement or arrangement between or among the Mitsuba Defendants and their co-conspirators

where the agreement or arrangement was not made known to OEMs and/or Tier I Manufacturers calling for or requesting the bids or tenders for Electric Powered Steering

Assemblies at or before the time when any bid or tender was submitted or withdrawn by the Mitsuba Defendants and/or their co-conspirators.

276. For the purpose of carrying out the Conspiracy, the Mitsuba Defendants and their co-conspirators engaged in conduct that included, among other things:

a. participating in meetings, conversations and other communications to discuss the bids and price quotations to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

b. participating in meetings, conversations and other communications to discuss the allocation among the companies of certain sales, territories, customers or markets for the production or supply of Electric Powered Steering Assemblies;

c. agreeing, during those meetings, conversations and communications on bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, agreeing that one or more of the companies not submit bids in response to RFQs or that one or more companies withdraw bids submitted in response to RFQs;

d. agreeing, during those meetings, conversations and communications to fix, maintain, increase or control the price (including ARPs) for the supply of Electric Powered Steering Assemblies sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

e. agreeing, during those meetings, conversations and communications to allocate among the companies certain sales, territories, customers or markets for the production or supply of Electric Powered Steering Assemblies sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

f. agreeing, during those meetings, conversations and communications to fix, maintain, control, prevent, lessen or eliminate the production or supply of Electric Powered Steering Assemblies sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

g. in order to effectuate the Electric Powered Steering Assemblies Agreement, exchanging information on: 1) bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States,

Japan and elsewhere, 2) the allocation of certain sales, territories, customers or markets for the production or supply of Electric Powered Steering Assemblies sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 3) the production and supply of Electric Powered Steering Assemblies sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

h. in accordance with the Electric Powered Steering Assemblies Agreement, submitting bids and price quotations (including ARPs) to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, declining to submit bids in response to RFQs or withdrawing bids submitted in response to RFQs;

i. in accordance with the Electric Powered Steering Assemblies Agreement, fixing, maintaining, increasing and/or controlling the price (including ARPs) for the supply of Electric Powered Steering Assemblies sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

j. in accordance with the Electric Powered Steering Assemblies Agreement, allocating among the companies certain sales, territories, customers and/or markets for the production or supply of Electric Powered Steering Assemblies sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

k. in accordance with the Electric Powered Steering Assemblies Agreement, fixing, maintaining, controlling, preventing, lessening and/or eliminating the production and/or supply of Electric Powered Steering Assemblies sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

l. selling Electric Powered Steering Assemblies to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices;

m. accepting payment for Electric Powered Steering Assemblies sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere

at collusive and non-competitive prices which resulted in increased revenues for the Mitsuba Defendants and their co-conspirators;

n. Engaging in meetings, conversations and other communications for the purpose of monitoring and enforcing adherence to the agreed upon bid-rigging and price fixing scheme; and

o. Employing measures to keep their conduct secret, including but not limited to using code names and meeting at remote locations.

The Plaintiff and Class Members Suffered Injury

277. As a direct result of the anticompetitive and unlawful conduct alleged herein, the Plaintiff and Class Members paid artificially inflated prices for Electric Powered Steering Assemblies during the Class Period and have thereby suffered injury.

278. The Mitsuba Defendants' price-fixing Conspiracy had the following effects, among others:

- Price competition has been restrained or eliminated with respect to Electric Powered Steering Assemblies;
- The prices of Electric Powered Steering Assemblies have been fixed, increased, maintained, or stabilized at artificially inflated levels;
- Direct and indirect purchasers of Electric Powered Steering Assemblies have been deprived of free and open competition; and
- Direct and indirect purchasers of Electric Powered Steering Assemblies in Canada, including in the province of Saskatchewan, the United States, Japan and elsewhere paid artificially inflated prices for the Electric Powered Steering Assemblies.

279. The conduct of the Mitsuba Defendants and their co-conspirators was contrary to Part VI of the *Competition Act*, RSC 1985, c C-34.

280. Each of the Mitsuba Defendants aided, abetted and/or counselled the other Mitsuba Defendant and their co-conspirators in the commission of the breaches of Part VI of the *Competition Act*, RSC 1985, c C-34. Each Mitsuba Defendant therefore violated sections 21 and 22 of the *Criminal Code*, RSC 1985, c C-46.

281. The conduct of the Mitsuba Defendants and their co-conspirators was also contrary to the competition laws of the United States, Japan and various European nations.

282. The purpose of the conspiratorial conduct of the Mitsuba Defendants and their co-conspirators was to increase, fix, rig or stabilize the price of Electric Powered Steering Assemblies. As a direct and foreseeable result of the Conspiracy, the prices of 1) Electric Powered Steering Assemblies, and 2) new motor vehicles containing Electric Powered Steering Assemblies were artificially inflated.

283. As a consequence of the increased price of Electric Powered Steering Assemblies, economic losses and damages were incurred by direct purchasers of the Electric Powered Steering Assemblies, including OEMs and Tier I Manufacturers, including in the province of Saskatchewan.

284. Economic losses and damages were also incurred by indirect purchasers of Electric Powered Steering Assemblies, including in the province of Saskatchewan, who 1) purchased and/or leased new vehicles containing Electric Powered Steering Assemblies, and/or 2) purchased replacement Electric Powered Steering Assemblies for their vehicles.

285. The Mitsuba Defendants intended to cause damage to the Plaintiff and Class Members. Alternatively, the Mitsuba Defendants knew or ought to have known that their actions would injure the Plaintiff and Class Members.

286. The conduct of the Mitsuba Defendants in furtherance of the Conspiracy was unlawful and inequitable. The increased revenues that the Mitsuba Defendants realized as a consequence of artificially inflating the prices of Electric Powered Steering Assemblies are ill-gotten profits.

287. Pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34, the Plaintiff and Class Members are entitled to recover from the Mitsuba Defendants an amount equal to the loss or damage suffered by them, together with any additional amount that the Court may allow.

288. The Plaintiff and Class Members are also entitled to damages at common law or, alternatively, to restitutionary damages.

289. Each Mitsuba Defendant is jointly and severally liable for the actions of the other Mitsuba Defendant and their co-conspirators and for the damages allocated to each Defendant.

h. The Electrical Boxes Market

290. "Electrical Boxes" in this claim include fuse boxes, relay boxes and junction

blocks.

291. Electrical Boxes are installed by OEMs in new cars as part of the automotive manufacturing process. They are also installed by OEMs in cars to replace worn out, defective or damaged Electrical Boxes.

292. The Furukawa Defendants manufacture, market, and/or sell Electrical Boxes.

293. In response to RFQs for Electrical Boxes, the Furukawa Defendants submitted price quotes to various OEMs and Tier I Manufacturers. In response to their submitted quotes, the Furukawa Defendants or some of them were awarded certain supply contracts.

294. Pursuant to these supply contracts, the Furukawa Defendants manufactured Electrical Boxes in Canada, the United States, Japan and elsewhere and then supplied the Electrical Boxes Hoses to various OEMs and Tier I Manufacturers for installation in vehicles 1) manufactured and sold in Canada, 2) manufactured and sold in the United States, 3) manufactured and sold elsewhere, 4) manufactured in Canada and then exported to and sold elsewhere, 5) manufactured in the United States or elsewhere and then imported to and sold in Canada, and/or 6) as replacement parts.

295. The affected OEMs included, but were not limited to Honda.

296. The identities of all affected OEMs and Tier I Manufacturers who entered into supply contracts with the Furukawa Defendants and their co-conspirators are currently unknown to the Plaintiff.

The Conspiracy

297. The Furukawa Defendants voluntarily colluded with each other and with other co-conspirators to use unlawful means to injure the economic interests of 1) OEMs and/or Tier I Manufacturers, and 2) indirect purchasers of the Electrical Boxes.

298. Beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Furukawa Defendants and their co-conspirators knowingly entered into one or more continuing agreement(s), understanding(s) and concert(s) of action to 1) increase or maintain the prices of Electrical Boxes, and/or 2) suppress and eliminate competition with respect to the manufacture, marketing, sale and/or distribution of Electrical Boxes (collectively the "Electrical Boxes Agreement"), and to conceal their Electrical Boxes Agreement from OEMs, Tier I Manufacturers and industry stakeholders.

299. The substantial terms of the Electrical Boxes Agreement included: 1) fixing, maintaining, increasing or controlling the price for the supply of Electrical Boxes sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) allocating sales, territories, customers or markets for the production or supply of Electrical Boxes sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 3) fixing, maintaining, controlling, preventing, lessening or eliminating the production or supply of Electrical Boxes sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 4) engaging in bid-rigging with respect to quotes for the supply of Electrical Boxes sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere.

300. With respect to the Conspiracy, "price" includes any discount, rebate, allowance, price concession or other advantage in relation to the supply of the Electrical Boxes.

301. Bid-rigging, with respect to the Conspiracy, means

1) an agreement or arrangement between or among the Furukawa Defendants and their co-conspirators whereby one or more of those persons agreed or undertook not to submit a bid or tender in response to a call or request for bids or tenders, or agreed or undertook to withdraw a bid or tender submitted in response to such a call or request, or
2) the submission, in response to a call or request for bids or tenders, of bids or tenders were arrived at by the agreement or arrangement between or among the Furukawa Defendants and their co-conspirators

where the agreement or arrangement was not made known to OEMs and/or Tier I Manufacturers calling for or requesting the bids or tenders for Electrical Boxes at or before the time when any bid or tender was submitted or withdrawn by the Furukawa Defendants and/or their co-conspirators.

302. For the purpose of carrying out the Conspiracy, the Furukawa Defendants and their co-conspirators engaged in conduct that included, among other things:

a. participating in meetings, conversations and other communications to discuss the bids and price quotations to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

b. participating in meetings, conversations and other communications to discuss the allocation among the companies of certain sales, territories, customers or markets for the production or supply of Electrical Boxes;

c. agreeing, during those meetings, conversations and communications on bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, agreeing that one or more of the companies not submit bids in response to RFQs or that one or more companies withdraw bids submitted in response to RFQs;

d. agreeing, during those meetings, conversations and communications to fix, maintain, increase or control the price (including ARPs) for the supply of Electrical Boxes sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

e. agreeing, during those meetings, conversations and communications to allocate among the companies certain sales, territories, customers or markets for the production or supply of Electrical Boxes sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

f. agreeing, during those meetings, conversations and communications to fix, maintain, control, prevent, lessen or eliminate the production or supply of Electrical Boxes sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

g. in order to effectuate the Electrical Boxes Agreement, exchanging information on: 1) bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) the allocation of certain sales, territories, customers or markets for the production or supply of Electrical Boxes sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 3) the production and supply of Electrical Boxes sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

h. in accordance with the Electrical Boxes Agreement, submitting bids and price quotations (including ARPs) to OEMs and/or Tier I Manufacturers in Canada,

the United States, Japan and elsewhere or, alternatively, declining to submit bids in response to RFQs or withdrawing bids submitted in response to RFQs;

i. in accordance with the Electrical Boxes Agreement, fixing, maintaining, increasing and/or controlling the price (including ARPs) for the supply of Electrical Boxes sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

j. in accordance with the Electrical Boxes Agreement, allocating among the companies certain sales, territories, customers and/or markets for the production or supply of Electrical Boxes sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

k. in accordance with the Electrical Boxes Agreement, fixing, maintaining, controlling, preventing, lessening and/or eliminating the production and/or supply of Electrical Boxes sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

l. selling Electrical Boxes to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices;

m. accepting payment for Electrical Boxes sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices which resulted in increased revenues for the Furukawa Defendants and their co-conspirators;

n. Engaging in meetings, conversations and other communications for the purpose of monitoring and enforcing adherence to the agreed upon bid-rigging and price fixing scheme; and

o. Employing measures to keep their conduct secret, including but not limited to using code names and meeting at remote locations.

The Plaintiff and Class Members Suffered Injury

303. As a direct result of the anticompetitive and unlawful conduct alleged herein, the Plaintiff and Class Members paid artificially inflated prices for Electrical Boxes during the Class Period and have thereby suffered injury.

304. The Furukawa Defendants' price-fixing Conspiracy had the following effects, among others:

- Price competition has been restrained or eliminated with respect to Electrical Boxes;
- The prices of Electrical Boxes have been fixed, increased, maintained, or stabilized at artificially inflated levels;
- Direct and indirect purchasers of Electrical Boxes have been deprived of free and open competition; and
- Direct and indirect purchasers of Electrical Boxes in Canada, including in the province of Saskatchewan, the United States, Japan and elsewhere paid artificially inflated prices for the Electrical Boxes.

305. The conduct of the Furukawa Defendants and their co-conspirators was contrary to Part VI of the *Competition Act*, RSC 1985, c C-34.

306. Each of the Furukawa Defendants aided, abetted and/or counselled the other Furukawa Defendant and their co-conspirators in the commission of the breaches of Part VI of the *Competition Act*, RSC 1985, c C-34. Each Furukawa Defendant therefore violated sections 21 and 22 of the *Criminal Code*, RSC 1985, c C-46.

307. The conduct of the Furukawa Defendants and their co-conspirators was also contrary to the competition laws of the United States, Japan and various European nations.

308. The purpose of the conspiratorial conduct of the Furukawa Defendants and their co-conspirators was to increase, fix, rig or stabilize the price of Electrical Boxes. As a direct and foreseeable result of the Conspiracy, the prices of 1) Electrical Boxes, and 2) new motor vehicles containing Electrical Boxes were artificially inflated.

309. As a consequence of the increased price of Electrical Boxes, economic losses and damages were incurred by direct purchasers of the Electrical Boxes, including OEMs and Tier I Manufacturers, including in the province of Saskatchewan.

310. Economic losses and damages were also incurred by indirect purchasers of Electrical Boxes, including in the province of Saskatchewan, who 1) purchased and/or leased new vehicles containing Electrical Boxes, and/or 2) purchased replacement Electrical Boxes for their vehicles.

311. The Furukawa Defendants intended to cause damage to the Plaintiff and Class Members. Alternatively, the Furukawa Defendants knew or ought to have known that their actions would injure the Plaintiff and Class Members.

312. The conduct of the Furukawa Defendants in furtherance of the Conspiracy was unlawful and inequitable. The increased revenues that the Furukawa Defendants realized as a consequence of artificially inflating the prices of Electrical Boxes are ill-gotten profits.

313. Pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34, the Plaintiff and Class Members are entitled to recover from the Furukawa Defendants an amount equal to the loss or damage suffered by them, together with any additional amount that the Court may allow.

314. The Plaintiff and Class Members are also entitled to damages at common law or, alternatively, to restitutionary damages.

315. Each Furukawa Defendant is jointly and severally liable for the actions of the other Furukawa Defendant and their co-conspirators and for the damages allocated to each Defendant.

i. Electronic Throttle Bodies Market

316. "Electronic Throttle Bodies" control the amount of air flowing into a vehicle's engine and are a main part of an electronic throttle control system. The Electronic Throttle Body opens and closes a valve to maintain the appropriate air to fuel mixture feeding into the engine when the engine is decelerating, accelerating or idling. This effectuates optimal fuel economy and emissions control.

317. Electronic Throttle Bodies are installed by OEMs in new cars as part of the automotive manufacturing process. They are also installed by OEMs in cars to replace worn out, defective or damaged Electric Powered Steering Assemblies.

318. The Hitachi Defendants manufacture, market, and/or sell Electronic Throttle Bodies.

319. In response to RFQs for Electronic Throttle Bodies, the Hitachi Defendants submitted price quotes to various OEMs and Tier I Manufacturers. In response to their submitted quotes, the Hitachi Defendants or some of them were awarded certain supply contracts.

320. Pursuant to these supply contracts, the Hitachi Defendants manufactured Electronic Throttle Bodies in Canada, the United States, Japan and elsewhere and then supplied the Electronic Throttle Bodies to various OEMs and Tier I Manufacturers for installation in vehicles 1) manufactured and sold in Canada, 2) manufactured and sold in the United

States, 3) manufactured and sold elsewhere, 4) manufactured in Canada and then exported to and sold elsewhere, 5) manufactured in the United States or elsewhere and then imported to and sold in Canada, and/or 6) as replacement parts.

321. The affected OEMs included, but were not limited to Nissan and GM.

322. The identities of all affected OEMs and Tier I Manufacturers who entered into supply contracts with the Hitachi Defendants and their co-conspirators are currently unknown to the Plaintiff.

The Conspiracy

323. The Hitachi Defendants voluntarily colluded with other co-conspirators to use unlawful means to injure the economic interests of 1) OEMs and/or Tier I Manufacturers, and 2) indirect purchasers of the Electronic Throttle Bodies.

324. Beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Hitachi Defendants and their co-conspirators knowingly entered into one or more continuing agreement(s), understanding(s) and concert(s) of action to 1) increase or maintain the prices of Electronic Throttle Bodies, and/or 2) suppress and eliminate competition with respect to the manufacture, marketing, sale and/or distribution of Electronic Throttle Bodies (collectively the "Electronic Throttle Bodies Agreement"), and to conceal their Electronic Throttle Bodies Agreement from OEMs, Tier I Manufacturers and industry stakeholders.

325. The substantial terms of the Electronic Throttle Bodies Agreement included: 1) fixing, maintaining, increasing or controlling the price for the supply of Electronic Throttle Bodies sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) allocating sales, territories, customers or markets for the production or supply of Electronic Throttle Bodies sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 3) fixing, maintaining, controlling, preventing, lessening or eliminating the production or supply of Electronic Throttle Bodies sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 4) engaging in bid-rigging with respect to quotes for the supply of Electronic Throttle Bodies sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere.

326. With respect to the Conspiracy, "price" includes any discount, rebate, allowance, price concession or other advantage in relation to the supply of the Electronic Throttle Bodies.

327. Bid-rigging, with respect to the Conspiracy, means

1) an agreement or arrangement between or among the Hitachi Defendants and their co-conspirators whereby one or more of those persons agreed or undertook not to submit a bid or tender in response to a call or request for bids or tenders, or agreed or undertook to withdraw a bid or tender submitted in response to such a call or request, or
2) the submission, in response to a call or request for bids or tenders, of bids or tenders were arrived at by the agreement or arrangement between or among the Hitachi Defendants and their co-conspirators

where the agreement or arrangement was not made known to OEMs and/or Tier I Manufacturers calling for or requesting the bids or tenders for Electronic Throttle Bodies at or before the time when any bid or tender was submitted or withdrawn by the Hitachi Defendants and/or their co-conspirators.

328. For the purpose of carrying out the Conspiracy, the Hitachi Defendants and their co-conspirators engaged in conduct that included, among other things:

a. participating in meetings, conversations and other communications to discuss the bids and price quotations to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;
b. participating in meetings, conversations and other communications to discuss the allocation among the companies of certain sales, territories, customers or markets for the production or supply of Electronic Throttle Bodies;
c. agreeing, during those meetings, conversations and communications on bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, agreeing that one or more of the companies not submit bids in response to RFQs or that one or more companies withdraw bids submitted in response to RFQs;

d. agreeing, during those meetings, conversations and communications to fix, maintain, increase or control the price (including ARPs) for the supply of Electronic Throttle Bodies sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

e. agreeing, during those meetings, conversations and communications to allocate among the companies certain sales, territories, customers or markets for the production or supply of Electronic Throttle Bodies sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

f. agreeing, during those meetings, conversations and communications to fix, maintain, control, prevent, lessen or eliminate the production or supply of Electronic Throttle Bodies sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

g. in order to effectuate the Electronic Throttle Bodies Agreement, exchanging information on: 1) bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) the allocation of certain sales, territories, customers or markets for the production or supply of Electronic Throttle Bodies sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 3) the production and supply of Electronic Throttle Bodies sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

h. in accordance with the Electronic Throttle Bodies Agreement, submitting bids and price quotations (including ARPs) to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, declining to submit bids in response to RFQs or withdrawing bids submitted in response to RFQs;

i. in accordance with the Electronic Throttle Bodies Agreement, fixing, maintaining, increasing and/or controlling the price (including ARPs) for the supply of Electronic Throttle Bodies sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

j. in accordance with the Electronic Throttle Bodies Agreement, allocating among the companies certain sales, territories, customers and/or markets for the

production or supply of Electronic Throttle Bodies sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

k. in accordance with the Electronic Throttle Bodies Agreement, fixing, maintaining, controlling, preventing, lessening and/or eliminating the production and/or supply of Electronic Throttle Bodies sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

l. selling Electronic Throttle Bodies to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices;

m. accepting payment for Electronic Throttle Bodies sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices which resulted in increased revenues for the Hitachi Defendants and their co-conspirators;

n. Engaging in meetings, conversations and other communications for the purpose of monitoring and enforcing adherence to the agreed upon bid-rigging and price fixing scheme; and

o. Employing measures to keep their conduct secret, including but not limited to using code names and meeting at remote locations.

The Plaintiff and Class Members Suffered Injury

329. As a direct result of the anticompetitive and unlawful conduct alleged herein, the Plaintiff and Class Members paid artificially inflated prices for Electronic Throttle Bodies during the Class Period and have thereby suffered injury.

330. The Hitachi Defendants' price-fixing Conspiracy had the following effects, among others:

- Price competition has been restrained or eliminated with respect to Electronic Throttle Bodies;
- The prices of Electronic Throttle Bodies have been fixed, increased, maintained, or stabilized at artificially inflated levels;
- Direct and indirect purchasers of Electronic Throttle Bodies have been deprived of free and open competition; and
- Direct and indirect purchasers of Electronic Throttle Bodies in Canada, including in

the province of Saskatchewan, the United States, Japan and elsewhere paid artificially inflated prices for the Electric Powered Steering Assemblies.

331. The conduct of the Hitachi Defendants and their co-conspirators was contrary to Part VI of the *Competition Act*, RSC 1985, c C-34.

332. Each of the Hitachi Defendants aided, abetted and/or counselled each of the other Hitachi Defendants and their co-conspirators in the commission of the breaches of Part VI of the *Competition Act*, RSC 1985, c C-34. Each of the Hitachi Defendants therefore violated sections 21 and 22 of the *Criminal Code*, RSC 1985, c C-46.

333. The conduct of the Hitachi Defendants and their co-conspirators was also contrary to the competition laws of the United States, Japan and various European nations.

334. The purpose of the conspiratorial conduct of the Hitachi Defendants and their co-conspirators was to increase, fix, rig or stabilize the price of Electronic Throttle Bodies. As a direct and foreseeable result of the Conspiracy, the prices of 1) Electronic Throttle Bodies, and 2) new motor vehicles containing Electronic Throttle Bodies were artificially inflated.

335. As a consequence of the increased price of Electronic Throttle Bodies, economic losses and damages were incurred by direct purchasers of the Electronic Throttle Bodies, including OEMs and Tier I Manufacturers, including in the province of Saskatchewan.

336. Economic losses and damages were also incurred by indirect purchasers of Electronic Throttle Bodies, including in the province of Saskatchewan, who 1) purchased and/or leased new vehicles containing Electronic Throttle Bodies, and/or 2) purchased replacement Electronic Throttle Bodies for their vehicles.

337. The Hitachi Defendants intended to cause damage to the Plaintiff and Class Members. Alternatively, the Hitachi Defendants knew or ought to have known that their actions would injure the Plaintiff and Class Members.

338. The conduct of the Hitachi Defendants in furtherance of the Conspiracy was unlawful and inequitable. The increased revenues that the Hitachi Defendants realized as a consequence of artificially inflating the prices of Electronic Throttle Bodies are ill-gotten profits.

339. Pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34, the Plaintiff and Class Members are entitled to recover from the Hitachi Defendants an amount equal to the

loss or damage suffered by them, together with any additional amount that the Court may allow.

340. The Plaintiff and Class Members are also entitled to damages at common law or, alternatively, to restitutionary damages.

341. Each of the Hitachi Defendants is jointly and severally liable for the actions of each of the other Hitachi Defendants and their co-conspirators and for the damages allocated to each Defendant.

j. The Fan Motors Market

342. "Fan Motors" are small electric motors used to turn radiator cooling fans.

343. The Mitsuba Defendants manufacture, market, and/or sell Fan Motors.

344. In response to RFQs for Fan Motors, the Mitsuba Defendants submitted price quotes to various OEMs and Tier I Manufacturers. In response to their submitted quotes, the Mitsuba Defendants or some of them were awarded certain supply contracts.

345. Pursuant to these supply contracts, the Mitsuba Defendants manufactured Fan Motors in Canada, the United States, Japan and elsewhere and then supplied the Fan Motors to various OEMs and Tier I Manufacturers for installation in vehicles 1) manufactured and sold in Canada, 2) manufactured and sold in the United States, 3) manufactured and sold elsewhere, 4) manufactured in Canada and then exported to and sold elsewhere, 5) manufactured in the United States or elsewhere and then imported to and sold in Canada, and/or 6) as replacement parts.

346. The affected OEMs included, but were not limited to Toyota and Subaru.

347. The identities of all affected OEMs and Tier I Manufacturers who entered into supply contracts with the Mitsuba Defendants and their co-conspirators are currently unknown to the Plaintiff.

The Conspiracy

348. The Mitsuba Defendants voluntarily colluded with other co-conspirators to use unlawful means to injure the economic interests of 1) OEMs and/or Tier I Manufacturers, and 2) indirect purchasers of the Fan Motors.

349. Beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Mitsuba Defendants and their co-conspirators knowingly entered into one or more continuing agreement(s), understanding(s)

and concert(s) of action to 1) increase or maintain the prices of Fan Motors, and/or 2) suppress and eliminate competition with respect to the manufacture, marketing, sale and/or distribution of Fan Motors (collectively the "Fan Motors Agreement"), and to conceal their Fan Motors Agreement from OEMs, Tier I Manufacturers and industry stakeholders.

350. The substantial terms of the Fan Motors Agreement included: 1) fixing, maintaining, increasing or controlling the price for the supply of Fan Motors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) allocating sales, territories, customers or markets for the production or supply of Fan Motors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 3) fixing, maintaining, controlling, preventing, lessening or eliminating the production or supply of Fan Motors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 4) engaging in bid-rigging with respect to quotes for the supply of Fan Motors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere.

351. With respect to the Conspiracy, "price" includes any discount, rebate, allowance, price concession or other advantage in relation to the supply of the Fan Motors.

352. Bid-rigging, with respect to the Conspiracy, means

1) an agreement or arrangement between or among the Mitsuba Defendants and their co-conspirators whereby one or more of those persons agreed or undertook not to submit a bid or tender in response to a call or request for bids or tenders, or agreed or undertook to withdraw a bid or tender submitted in response to such a call or request, or
2) the submission, in response to a call or request for bids or tenders, of bids or tenders were arrived at by the agreement or arrangement between or among the Mitsuba Defendants and their co-conspirators

where the agreement or arrangement was not made known to OEMs and/or Tier I Manufacturers calling for or requesting the bids or tenders for Fan Motors at or before the time when any bid or tender was submitted or withdrawn by the Mitsuba Defendants and/or their co-conspirators.

353. For the purpose of carrying out the Conspiracy, the Mitsuba Defendants and their co-conspirators engaged in conduct that included, among other things:

a. participating in meetings, conversations and other communications to discuss the bids and price quotations to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

b. participating in meetings, conversations and other communications to discuss the allocation among the companies of certain sales, territories, customers or markets for the production or supply of Fan Motors;

c. agreeing, during those meetings, conversations and communications on bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, agreeing that one or more of the companies not submit bids in response to RFQs or that one or more companies withdraw bids submitted in response to RFQs;

d. agreeing, during those meetings, conversations and communications to fix, maintain, increase or control the price (including ARPs) for the supply of Fan Motors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

e. agreeing, during those meetings, conversations and communications to allocate among the companies certain sales, territories, customers or markets for the production or supply of Fan Motors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

f. agreeing, during those meetings, conversations and communications to fix, maintain, control, prevent, lessen or eliminate the production or supply of Fan Motors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

g. in order to effectuate the Fan Motors Agreement, exchanging information on: 1) bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) the allocation of certain sales, territories, customers or markets for the production or supply of Fan Motors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 3) the production and supply of Fan

Motors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

h. in accordance with the Fan Motors Agreement, submitting bids and price quotations (including ARPs) to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, declining to submit bids in response to RFQs or withdrawing bids submitted in response to RFQs;

i. in accordance with the Fan Motors Agreement, fixing, maintaining, increasing and/or controlling the price (including ARPs) for the supply of Fan Motors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

j. in accordance with the Fan Motors Agreement, allocating among the companies certain sales, territories, customers and/or markets for the production or supply of Fan Motors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

k. in accordance with the Fan Motors Agreement, fixing, maintaining, controlling, preventing, lessening and/or eliminating the production and/or supply of Fan Motors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

l. selling Fan Motors to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices;

m. accepting payment for Fan Motors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices which resulted in increased revenues for the Mitsuba Defendants and their co-conspirators;

n. Engaging in meetings, conversations and other communications for the purpose of monitoring and enforcing adherence to the agreed upon bid-rigging and price fixing scheme; and

o. Employing measures to keep their conduct secret, including but not limited to using code names and meeting at remote locations.

The Plaintiff and Class Members Suffered Injury

354. As a direct result of the anticompetitive and unlawful conduct alleged herein, the

Plaintiff and Class Members paid artificially inflated prices for Fan Motors during the Class Period and have thereby suffered injury.

355. The Mitsuba Defendants' price-fixing Conspiracy had the following effects, among others:

- Price competition has been restrained or eliminated with respect to Fan Motors;
- The prices of Fan Motors have been fixed, increased, maintained, or stabilized at artificially inflated levels;
- Direct and indirect purchasers of Fan Motors have been deprived of free and open competition; and
- Direct and indirect purchasers of Fan Motors in Canada, including in the province of Saskatchewan, the United States, Japan and elsewhere paid artificially inflated prices for the Fan Motors.

356. The conduct of the Mitsuba Defendants and their co-conspirators was contrary to Part VI of the *Competition Act*, RSC 1985, c C-34.

357. Each of the Mitsuba Defendants aided, abetted and/or counselled the other Mitsuba Defendant and their co-conspirators in the commission of the breaches of Part VI of the *Competition Act*, RSC 1985, c C-34. Each Mitsuba Defendant therefore violated sections 21 and 22 of the *Criminal Code*, RSC 1985, c C-46.

358. The conduct of the Mitsuba Defendants and their co-conspirators was also contrary to the competition laws of the United States, Japan and various European nations.

359. The purpose of the conspiratorial conduct of the Mitsuba Defendants and their co-conspirators was to increase, fix, rig or stabilize the price of Fan Motors. As a direct and foreseeable result of the Conspiracy, the prices of 1) Fan Motors, and 2) new motor vehicles containing Fan Motors were artificially inflated.

360. As a consequence of the increased price of Fan Motors, economic losses and damages were incurred by direct purchasers of the Fan Motors, including OEMs and Tier I Manufacturers, including in the province of Saskatchewan.

361. Economic losses and damages were also incurred by indirect purchasers of Fan Motors, including in the province of Saskatchewan, who 1) purchased and/or leased new vehicles containing Fan Motors, and/or 2) purchased replacement Fan Motors for their vehicles.

362. The Mitsuba Defendants intended to cause damage to the Plaintiff and Class Members. Alternatively, the Mitsuba Defendants knew or ought to have known that their actions would injure the Plaintiff and Class Members.

363. The conduct of the Mitsuba Defendants in furtherance of the Conspiracy was unlawful and inequitable. The increased revenues that the Mitsuba Defendants realized as a consequence of artificially inflating the prices of Fan Motors are ill-gotten profits.

364. Pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34, the Plaintiff and Class Members are entitled to recover from the Mitsuba Defendants an amount equal to the loss or damage suffered by them, together with any additional amount that the Court may allow.

365. The Plaintiff and Class Members are also entitled to damages at common law or, alternatively, to restitutionary damages.

366. Each Mitsuba Defendant is jointly and severally liable for the actions of the other Mitsuba Defendant and their co-conspirators and for the damages allocated to each Defendant.

k. The Fuel Injection Systems Market

367. "Fuel Injection Systems" admit fuel or a fuel/air mixture into engine cylinders and may include injectors, high pressure pumps, rail assemblies, feed lines, electronic throttle bodies, airflow meters, engine electronic control units, fuel pumps, fuel pump modules, manifold absolute pressure sensors, pressure regulators, pulsation dampers, purge control valves and other components sold as a unitary system. In some instances, the component parts of a Fuel Injection System are sourced separately while in other instances they are sourced together. Fuel Injection Systems can also be sold as part of a broader system, such as an engine management system. Fuel Injection Systems are part of the powertrain segment of the automotive market. The Fuel Injection System is responsible for injection timing, atomization, and injection quality of the fuel supplied to the engine.

368. Fuel Injection Systems are installed by OEMs in new cars as part of the automotive manufacturing process. They are also installed by OEMs in cars to replace worn out, defective or damaged Fuel Injection Systems.

369. The Denso Defendants, the Mitsuba Defendants and the Hitachi Defendants manufacture, market, and/or sell Fuel Injection Systems.

370. In response to RFQs for Fuel Injection Systems, the Denso Defendants, the Mitsuba Defendants and the Hitachi Defendants submitted price quotes to various OEMs and Tier I Manufacturers. In response to their submitted quotes, the Denso Defendants, the Mitsuba Defendants and the Hitachi Defendants or some of them were awarded certain supply contracts.

371. Pursuant to these supply contracts, the Denso Defendants, the Mitsuba Defendants and the Hitachi Defendants manufactured Fuel Injection Systems in Canada, the United States, Japan and elsewhere and then supplied the Fuel Injection Systems to various OEMs and Tier I Manufacturers for installation in vehicles 1) manufactured and sold in Canada, 2) manufactured and sold in the United States, 3) manufactured and sold elsewhere, 4) manufactured in Canada and then exported to and sold elsewhere, 5) manufactured in the United States or elsewhere and then imported to and sold in Canada, and/or 6) as replacement parts.

372. The affected OEMs included, but were not limited to Toyota, GM and Ford.

373. The identities of all affected OEMs and Tier I Manufacturers who entered into supply contracts with the Denso Defendants, the Mitsuba Defendants, the Hitachi Defendants and their co-conspirators are currently unknown to the Plaintiff.

The Conspiracy

374. The Denso Defendants, the Mitsuba Defendants and the Hitachi Defendants voluntarily colluded with each other and with other co-conspirators to use unlawful means to injure the economic interests of 1) OEMs and/or Tier I Manufacturers, and 2) indirect purchasers of the Fuel Injection Systems.

375. Beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Denso Defendants, the Mitsuba Defendants, the Hitachi Defendants and their co-conspirators knowingly entered into one or more continuing agreement(s), understanding(s) and concert(s) of action to 1) increase or maintain the prices of Fuel Injection Systems, and/or 2) suppress and eliminate competition with respect to the manufacture, marketing, sale and/or distribution of Fuel Injection Systems (collectively the "Fuel Injection Systems Agreement"), and to conceal their Fuel Injection Systems Agreement from OEMs, Tier I Manufacturers and industry stakeholders.

376. The substantial terms of the Fuel Injection Systems Agreement included: 1) fixing, maintaining, increasing or controlling the price for the supply of Fuel Injection Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) allocating sales, territories, customers or markets for the production or supply of Fuel Injection Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 3) fixing, maintaining, controlling, preventing, lessening or eliminating the production or supply of Fuel Injection Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 4) engaging in bid-rigging with respect to quotes for the supply of Fuel Injection Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere.

377. With respect to the Conspiracy, "price" includes any discount, rebate, allowance, price concession or other advantage in relation to the supply of the Fuel Injection Systems.

378. Bid-rigging, with respect to the Conspiracy, means

1) an agreement or arrangement between or among the Denso Defendants, the Mitsuba Defendants, the Hitachi Defendants and their co-conspirators whereby one or more of those persons agreed or undertook not to submit a bid or tender in response to a call or request for bids or tenders, or agreed or undertook to withdraw a bid or tender submitted in response to such a call or request, or
2) the submission, in response to a call or request for bids or tenders, of bids or tenders were arrived at by the agreement or arrangement between or among the Denso Defendants, the Mitsuba Defendants, the Hitachi Defendants and their co-conspirators

where the agreement or arrangement was not made known to OEMs and/or Tier I Manufacturers calling for or requesting the bids or tenders for Fuel Injection Systems at or before the time when any bid or tender was submitted or withdrawn by the Denso Defendants, the Mitsuba Defendants, the Hitachi Defendants and/or their co-conspirators.

379. For the purpose of carrying out the Conspiracy, the Denso Defendants, the Mitsuba Defendants, the Hitachi Defendants and their co-conspirators engaged in conduct that included, among other things:

a. participating in meetings, conversations and other communications to discuss the bids and price quotations to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

b. participating in meetings, conversations and other communications to discuss the allocation among the companies of certain sales, territories, customers or markets for the production or supply of Fuel Injection Systems;

c. agreeing, during those meetings, conversations and communications on bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, agreeing that one or more of the companies not submit bids in response to RFQs or that one or more companies withdraw bids submitted in response to RFQs;

d. agreeing, during those meetings, conversations and communications to fix, maintain, increase or control the price (including ARPs) for the supply of Fuel Injection Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

e. agreeing, during those meetings, conversations and communications to allocate among the companies certain sales, territories, customers or markets for the production or supply of Fuel Injection Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

f. agreeing, during those meetings, conversations and communications to fix, maintain, control, prevent, lessen or eliminate the production or supply of Fuel Injection Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

g. in order to effectuate the Fuel Injection Systems Agreement, exchanging information on: 1) bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) the allocation of certain sales, territories, customers or markets for the production or supply of Fuel Injection Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 3) the

production and supply of Fuel Injection Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

h. in accordance with the Fuel Injection Systems Agreement, submitting bids and price quotations (including ARPs) to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, declining to submit bids in response to RFQs or withdrawing bids submitted in response to RFQs;

i. in accordance with the Fuel Injection Systems Agreement, fixing, maintaining, increasing and/or controlling the price (including ARPs) for the supply of Fuel Injection Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

j. in accordance with the Fuel Injection Systems Agreement, allocating among the companies certain sales, territories, customers and/or markets for the production or supply of Fuel Injection Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

k. in accordance with the Fuel Injection Systems Agreement, fixing, maintaining, controlling, preventing, lessening and/or eliminating the production and/or supply of Fuel Injection Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

l. selling Fuel Injection Systems to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices;

m. accepting payment for Fuel Injection Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices which resulted in increased revenues for the Denso Defendants, the Mitsuba Defendants, the Hitachi Defendants and their co-conspirators;

n. Engaging in meetings, conversations and other communications for the purpose of monitoring and enforcing adherence to the agreed upon bid-rigging and price fixing scheme; and

o. Employing measures to keep their conduct secret, including but not limited to using code names and meeting at remote locations.

The Plaintiff and Class Members Suffered Injury

380. As a direct result of the anticompetitive and unlawful conduct alleged herein, the Plaintiff and Class Members paid artificially inflated prices for Fuel Injection Systems during the Class Period and have thereby suffered injury.

381. The Denso Defendants', the Mitsuba Defendants' and the Hitachi Defendants' price-fixing Conspiracy had the following effects, among others:

- Price competition has been restrained or eliminated with respect to Fuel Injection Systems;
- The prices of Fuel Injection Systems have been fixed, increased, maintained, or stabilized at artificially inflated levels;
- Direct and indirect purchasers of Fuel Injection Systems have been deprived of free and open competition; and
- Direct and indirect purchasers of Fuel Injection Systems in Canada, including in the province of Saskatchewan, the United States, Japan and elsewhere paid artificially inflated prices for the Air Conditioning Systems.

382. The conduct of the Denso Defendants, the Mitsuba Defendants, the Hitachi Defendants and their co-conspirators was contrary to Part VI of the *Competition Act*, RSC 1985, c C-34.

383. Each of the Denso Defendants, the Mitsuba Defendants and the Hitachi Defendants aided, abetted and/or counselled each of the other Denso Defendants, the Mitsuba Defendants and Hitachi Defendants and their co-conspirators in the commission of the breaches of Part VI of the *Competition Act*, RSC 1985, c C-34. Each of the Denso Defendants, the Mitsuba Defendants and the Hitachi Defendants therefore violated sections 21 and 22 of the *Criminal Code*, RSC 1985, c C-46.

384. The conduct of the Denso Defendants, the Mitsuba Defendants, the Hitachi Defendants and their co-conspirators was also contrary to the competition laws of the United States, Japan and various European nations.

385. Further, for the purpose of giving effect to the Conspiracy and contrary to Part VI of the *Competition Act*, RSC 1985, c C-34, beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the

Denso Defendants and the Hitachi Defendants wherever incorporated who carried on business in Canada, implemented, in whole or in part in Canada, a directive, instruction, intimation of policy or other communication to the corporation or any person from a person in a country other than Canada who was in a position to direct or influence the policies of the corporation, which communication was for the purpose of giving effect to a conspiracy, combination, agreement or arrangement entered into outside Canada, whether or not any director or officer of the corporation in Canada had knowledge of the conspiracy, combination, agreement or arrangement.

386. The purpose of the conspiratorial conduct of the Denso Defendants, the Mitsuba Defendants, the Hitachi Defendants and their co-conspirators was to increase, fix, rig or stabilize the price of Fuel Injection Systems. As a direct and foreseeable result of the Conspiracy, the prices of 1) Fuel Injection Systems, and 2) new motor vehicles containing Fuel Injection Systems were artificially inflated.

387. As a consequence of the increased price of Fuel Injection Systems, economic losses and damages were incurred by direct purchasers of the Fuel Injection Systems, including OEMs and Tier I Manufacturers, including in the province of Saskatchewan.

388. Economic losses and damages were also incurred by indirect purchasers of Fuel Injection Systems, including in the province of Saskatchewan, who 1) purchased and/or leased new vehicles containing Fuel Injection Systems, and/or 2) purchased replacement Fuel Injection Systems for their vehicles.

389. The Denso Defendants, the Mitsuba Defendants and the Hitachi Defendants intended to cause damage to the Plaintiff and Class Members. Alternatively, the Denso Defendants, the Mitsuba Defendants and the Hitachi Defendants knew or ought to have known that their actions would injure the Plaintiff and Class Members.

390. The conduct of the Denso Defendants, the Mitsuba Defendants and the Hitachi Defendants in furtherance of the Conspiracy was unlawful and inequitable. The increased revenues that the Denso Defendants, the Mitsuba Defendants and the Hitachi Defendants realized as a consequence of artificially inflating the prices of Fuel Injection Systems are ill-gotten profits.

391. Pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34, the Plaintiff and Class Members are entitled to recover from the Denso Defendants, the Mitsuba Defendants

and the Hitachi Defendants an amount equal to the loss or damage suffered by them, together with any additional amount that the Court may allow.

392. The Plaintiff and Class Members are also entitled to damages at common law or, alternatively, to restitutionary damages.

393. Each of the Denso Defendants, the Mitsuba Defendants and the Hitachi Defendants is jointly and severally liable for the actions of each of the other Denso Defendants, the Mitsuba Defendants, the Hitachi Defendants and their co-conspirators and for the damages allocated to each Defendant.

l. The Fuel Senders Market

394. "Fuel Senders" measure the amount of fuel in a vehicle's fuel tank. They are located in a vehicle's fuel tank and consist of a float, which is attached to a long metal rod attached to a variable resistor. The resistor measures the amount of pressure the float puts on the bar. As the fuel goes down, the float goes down with it. As it dips, the electrical current in the variable resistor sends weaker electrical signals to the fuel gauge. The gauge will then drop accordingly, indicating there is less fuel in the tank.

395. Fuel Senders are installed by OEMs in new cars as part of the automotive manufacturing process. They are also installed by OEMs in cars to replace worn out, defective or damaged Fuel Senders.

396. The Denso Defendants and the Yazaki Defendants manufacture, market, and/or sell Fuel Senders.

397. In response to RFQs for Fuel Senders, the Denso Defendants and the Yazaki Defendants submitted price quotes to various OEMs and Tier I Manufacturers. In response to their submitted quotes, the Denso Defendants and the Yazaki Defendants or some of them were awarded certain supply contracts.

398. Pursuant to these supply contracts, the Denso Defendants and the Yazaki Defendants manufactured Fuel Senders in Canada, the United States, Japan and elsewhere and then supplied the Fuel Senders to various OEMs and Tier I Manufacturers for installation in vehicles 1) manufactured and sold in Canada, 2) manufactured and sold in the United States, 3) manufactured and sold elsewhere, 4) manufactured in Canada and then exported to and sold elsewhere, 5) manufactured in the United States or elsewhere and then imported to and sold in Canada, and/or 6) as replacement parts.

399. The affected OEMs included, but were not limited to: Toyota; GM; Honda; Ford; Subaru, Mitsubishi, Nissan; Volvo; Mazda; Suzuki; FCA US LLC and certain of its subsidiaries, affiliates, and suppliers in Canada, the United States and elsewhere ("Chrysler"); Daimler AG and certain of its subsidiaries, affiliates, and suppliers in Canada, the United States, Germany and elsewhere ("Mercedes-Benz"); Bayerische Motoren Werke AG and certain of its subsidiaries, affiliates, and suppliers in Canada, the United States, Germany and elsewhere ("BMW"); Kia Motors Corporation and certain of its subsidiaries, affiliates, and suppliers in Canada, the United States, South Korea and elsewhere ("Kia"); and Hyundai Motor Company and certain of its subsidiaries, affiliates, and suppliers in Canada, the United States, South Korea and elsewhere ("Hyundai").

400. The identities of all affected OEMs and Tier I Manufacturers who entered into supply contracts with the Denso Defendants, the Yazaki Defendants and their co-conspirators are currently unknown to the Plaintiff.

The Conspiracy

401. The Denso Defendants and the Yazaki Defendants voluntarily colluded with each other and with other co-conspirators to use unlawful means to injure the economic interests of 1) OEMs and/or Tier I Manufacturers, and 2) indirect purchasers of the Fuel Senders.

402. Beginning at least as early as March 2004 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Denso Defendants, the Yazaki Defendants and their co-conspirators knowingly entered into one or more continuing agreement(s), understanding(s) and concert(s) of action to 1) increase or maintain the prices of Fuel Senders, and/or 2) suppress and eliminate competition with respect to the manufacture, marketing, sale and/or distribution of Fuel Senders (collectively the "Fuel Senders Agreement"), and to conceal their Fuel Senders Agreement from OEMs, Tier I Manufacturers and industry stakeholders.

403. The substantial terms of the Fuel Senders Agreement included: 1) fixing, maintaining, increasing or controlling the price for the supply of Fuel Senders sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) allocating sales, territories, customers or markets for the production or supply of Fuel Senders sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 3) fixing, maintaining, controlling, preventing, lessening or eliminating the

production or supply of Fuel Senders sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 4) engaging in bid-rigging with respect to quotes for the supply of Fuel Senders sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere.

404. With respect to the Conspiracy, "price" includes any discount, rebate, allowance, price concession or other advantage in relation to the supply of the Fuel Senders.

405. Bid-rigging, with respect to the Conspiracy, means

1) an agreement or arrangement between or among the Denso Defendants, the Yazaki Defendants and their co-conspirators whereby one or more of those persons agreed or undertook not to submit a bid or tender in response to a call or request for bids or tenders, or agreed or undertook to withdraw a bid or tender submitted in response to such a call or request, or
2) the submission, in response to a call or request for bids or tenders, of bids or tenders were arrived at by the agreement or arrangement between or among the Denso Defendants, the Yazaki Defendants and their co-conspirators

where the agreement or arrangement was not made known to OEMs and/or Tier I Manufacturers calling for or requesting the bids or tenders for Fuel Senders at or before the time when any bid or tender was submitted or withdrawn by the Denso Defendants, the Yazaki Defendants and/or their co-conspirators.

406. For the purpose of carrying out the Conspiracy, the Denso Defendants, the Yazaki Defendants and their co-conspirators engaged in conduct that included, among other things:

a. participating in meetings, conversations and other communications to discuss the bids and price quotations to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;
b. participating in meetings, conversations and other communications to discuss the allocation among the companies of certain sales, territories, customers or markets for the production or supply of Fuel Senders;
c. agreeing, during those meetings, conversations and communications on bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, agreeing that one or more of the companies not submit bids in

response to RFQs or that one or more companies withdraw bids submitted in response to RFQs;

d. agreeing, during those meetings, conversations and communications to fix, maintain, increase or control the price (including ARPs) for the supply of Fuel Senders sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

e. agreeing, during those meetings, conversations and communications to allocate among the companies certain sales, territories, customers or markets for the production or supply of Fuel Senders sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

f. agreeing, during those meetings, conversations and communications to fix, maintain, control, prevent, lessen or eliminate the production or supply of Fuel Senders sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

g. in order to effectuate the Fuel Senders Agreement, exchanging information on: 1) bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) the allocation of certain sales, territories, customers or markets for the production or supply of Fuel Senders sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 3) the production and supply of Fuel Senders sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

h. in accordance with the Fuel Senders Agreement, submitting bids and price quotations (including ARPs) to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, declining to submit bids in response to RFQs or withdrawing bids submitted in response to RFQs;

i. in accordance with the Fuel Senders Agreement, fixing, maintaining, increasing and/or controlling the price (including ARPs) for the supply of Fuel Senders sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

j. in accordance with the Fuel Senders Agreement, allocating among the companies certain sales, territories, customers and/or markets for the production or supply of Fuel Senders sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

k. in accordance with the Fuel Senders Agreement, fixing, maintaining, controlling, preventing, lessening and/or eliminating the production and/or supply of Fuel Senders sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

l. selling Fuel Senders to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices;

m. accepting payment for Fuel Senders sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices which resulted in increased revenues for the Denso Defendants, the Yazaki Defendants and their co-conspirators;

n. Engaging in meetings, conversations and other communications for the purpose of monitoring and enforcing adherence to the agreed upon bid-rigging and price fixing scheme; and

o. Employing measures to keep their conduct secret, including but not limited to using code names and meeting at remote locations.

The Plaintiff and Class Members Suffered Injury

407. As a direct result of the anticompetitive and unlawful conduct alleged herein, the Plaintiff and Class Members paid artificially inflated prices for Fuel Senders during the Class Period and have thereby suffered injury.

408. The Denso Defendants' and the Yazaki Defendants' price-fixing Conspiracy had the following effects, among others:

- Price competition has been restrained or eliminated with respect to Fuel Senders;
- The prices of Fuel Senders have been fixed, increased, maintained, or stabilized at artificially inflated levels;
- Direct and indirect purchasers of Fuel Senders have been deprived of free and open competition; and
- Direct and indirect purchasers of Fuel Senders in Canada, including in the province

of Saskatchewan, the United States, Japan and elsewhere paid artificially inflated prices for the Fuel Senders.

409. The conduct of the Denso Defendants, the Yazaki Defendants and their co-conspirators was contrary to Part VI of the *Competition Act*, RSC 1985, c C-34.

410. Each of the Denso Defendants and the Yazaki Defendants aided, abetted and/or counselled each of the other Denso Defendants and Yazaki Defendants and their co-conspirators in the commission of the breaches of Part VI of the *Competition Act*, RSC 1985, c C-34. Each of the Denso Defendants and the Yazaki Defendants therefore violated sections 21 and 22 of the *Criminal Code*, RSC 1985, c C-46.

411. The conduct of the Denso Defendants, the Yazaki Defendants and their co-conspirators was also contrary to the competition laws of the United States, Japan and various European nations.

412. Further, for the purpose of giving effect to the Conspiracy and contrary to Part VI of the *Competition Act*, RSC 1985, c C-34, beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Denso Defendants wherever incorporated who carried on business in Canada, implemented, in whole or in part in Canada, a directive, instruction, intimation of policy or other communication to the corporation or any person from a person in a country other than Canada who was in a position to direct or influence the policies of the corporation, which communication was for the purpose of giving effect to a conspiracy, combination, agreement or arrangement entered into outside Canada, whether or not any director or officer of the corporation in Canada had knowledge of the conspiracy, combination, agreement or arrangement.

413. The purpose of the conspiratorial conduct of the Denso Defendants, the Yazaki Defendants and their co-conspirators was to increase, fix, rig or stabilize the price of Fuel Senders. As a direct and foreseeable result of the Conspiracy, the prices of 1) Fuel Senders, and 2) new motor vehicles containing Fuel Senders were artificially inflated.

414. As a consequence of the increased price of Fuel Senders, economic losses and damages were incurred by direct purchasers of the Fuel Senders, including OEMs and Tier I Manufacturers, including in the province of Saskatchewan.

415. Economic losses and damages were also incurred by indirect purchasers of Fuel Senders, including in the province of Saskatchewan, who 1) purchased and/or leased new vehicles containing Fuel Senders, and/or 2) purchased replacement Fuel Senders for their vehicles.

416. The Denso Defendants and the Yazaki Defendants intended to cause damage to the Plaintiff and Class Members. Alternatively, the Denso Defendants and the Yazaki Defendants knew or ought to have known that their actions would injure the Plaintiff and Class Members.

417. The conduct of the Denso Defendants and the Yazaki Defendants in furtherance of the Conspiracy was unlawful and inequitable. The increased revenues that the Denso Defendants and the Yazaki Defendants realized as a consequence of artificially inflating the prices of Fuel Senders are ill-gotten profits.

418. Pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34, the Plaintiff and Class Members are entitled to recover from the Denso Defendants and the Yazaki Defendants an amount equal to the loss or damage suffered by them, together with any additional amount that the Court may allow.

419. The Plaintiff and Class Members are also entitled to damages at common law or, alternatively, to restitutionary damages.

420. Each of the Denso Defendants and the Yazaki Defendants is jointly and severally liable for the actions of each of the other Denso Defendants, the Yazaki Defendants and their co-conspirators and for the damages allocated to each Defendant.

m. The Heater Control Panels Market

421. "Heater Control Panels" ("HCPs") are located in the center console, back seat, or rear cabin of an automobile and control the temperature of the interior environment of a vehicle. HCPs are either mechanical or electrical. Electrical HCPs are either manual (referred to as low-grade) or automatic (referred to as high-grade); HCPs may also be referred to as mid-grade or super-high grade.

422. HCPs are installed by OEMs in new cars as part of the automotive manufacturing process. They are also installed by OEMs in cars to replace worn out, defective or damaged HCPs.

423. The Denso Defendants, the Sumitomo Defendants and the Tokai Rika Defendants manufacture, market, and/or sell HCPs.

424. In response to RFQs for HCPs, the Denso Defendants, the Sumitomo Defendants and the Tokai Rika Defendants submitted price quotes to various OEMs and Tier I Manufacturers. In response to their submitted quotes, the Denso Defendants, the Sumitomo Defendants and the Tokai Rika Defendants or some of them were awarded certain supply contracts.

425. Pursuant to these supply contracts, the Denso Defendants, the Sumitomo Defendants and the Tokai Rika Defendants manufactured HCPs in Canada, the United States, Japan and elsewhere and then supplied the HCPs to various OEMs and Tier I Manufacturers for installation in vehicles 1) manufactured and sold in Canada, 2) manufactured and sold in the United States, 3) manufactured and sold elsewhere, 4) manufactured in Canada and then exported to and sold elsewhere, 5) manufactured in the United States or elsewhere and then imported to and sold in Canada, and/or 6) as replacement parts.

426. The affected OEMs included, but were not limited to: Toyota; GM; Honda; Ford; Subaru, Mitsubishi, Nissan; Volvo; Mazda; Suzuki; Chrysler; Mercedes-Benz; BMW; Kia; Hyundai, National Electric Vehicle Sweden and certain of its subsidiaries, affiliates, and suppliers in Canada, the United States, Sweden and elsewhere ("SAAB"); and Isuzu Motors Ltd. and certain of its subsidiaries, affiliates, and suppliers in Canada, the United States, Japan and elsewhere ("Isuzu").

427. The identities of all affected OEMs and Tier I Manufacturers who entered into supply contracts with the Denso Defendants, the Sumitomo Defendants, the Tokai Rika Defendants and their co-conspirators are currently unknown to the Plaintiff.

The Conspiracy

428. The Denso Defendants, the Sumitomo Defendants and the Tokai Rika Defendants voluntarily colluded with each other and with other co-conspirators to use unlawful means to injure the economic interests of 1) OEMs and/or Tier I Manufacturers, and 2) indirect purchasers of the HCPs.

429. Beginning at least as early as September 2003 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Denso Defendants, the Sumitomo

Defendants, the Tokai Rika Defendants and their co-conspirators knowingly entered into one or more continuing agreement(s), understanding(s) and concert(s) of action to 1) increase or maintain the prices of HCPs, and/or 2) suppress and eliminate competition with respect to the manufacture, marketing, sale and/or distribution of HCPs (collectively the "HCPs Agreement"), and to conceal their HCPs Agreement from OEMs, Tier I Manufacturers and industry stakeholders.

430. The substantial terms of the HCPs Agreement included: 1) fixing, maintaining, increasing or controlling the price for the supply of HCPs sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) allocating sales, territories, customers or markets for the production or supply of HCPs sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 3) fixing, maintaining, controlling, preventing, lessening or eliminating the production or supply of HCPs sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 4) engaging in bid-rigging with respect to quotes for the supply of HCPs sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere.

431. With respect to the Conspiracy, "price" includes any discount, rebate, allowance, price concession or other advantage in relation to the supply of the HCPs.

432. Bid-rigging, with respect to the Conspiracy, means

1) an agreement or arrangement between or among the Denso Defendants, the Sumitomo Defendants, the Tokai Rika Defendants and their co-conspirators whereby one or more of those persons agreed or undertook not to submit a bid or tender in response to a call or request for bids or tenders, or agreed or undertook to withdraw a bid or tender submitted in response to such a call or request, or
2) the submission, in response to a call or request for bids or tenders, of bids or tenders were arrived at by the agreement or arrangement between or among the Denso Defendants, the Sumitomo Defendants, the Tokai Rika Defendants and their co-conspirators

where the agreement or arrangement was not made known to OEMs and/or Tier I Manufacturers calling for or requesting the bids or tenders for HCPs at or before the time

when any bid or tender was submitted or withdrawn by the Denso Defendants, the Sumitomo Defendants, the Tokai Rika Defendants and/or their co-conspirators.

433. For the purpose of carrying out the Conspiracy, the Denso Defendants, the Sumitomo Defendants, the Tokai Rika Defendants and their co-conspirators engaged in conduct that included, among other things:

a. participating in meetings, conversations and other communications to discuss the bids and price quotations to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

b. participating in meetings, conversations and other communications to discuss the allocation among the companies of certain sales, territories, customers or markets for the production or supply of HCPs;

c. agreeing, during those meetings, conversations and communications on bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, agreeing that one or more of the companies not submit bids in response to RFQs or that one or more companies withdraw bids submitted in response to RFQs;

d. agreeing, during those meetings, conversations and communications to fix, maintain, increase or control the price (including ARPs) for the supply of HCPs sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

e. agreeing, during those meetings, conversations and communications to allocate among the companies certain sales, territories, customers or markets for the production or supply of HCPs sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

f. agreeing, during those meetings, conversations and communications to fix, maintain, control, prevent, lessen or eliminate the production or supply of HCPs sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

g. in order to effectuate the HCPs Agreement, exchanging information on: 1) bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I

Manufacturers in Canada, the United States, Japan and elsewhere, 2) the allocation of certain sales, territories, customers or markets for the production or supply of HCPs sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 3) the production and supply of HCPs sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

h. in accordance with the HCPs Agreement, submitting bids and price quotations (including ARPs) to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, declining to submit bids in response to RFQs or withdrawing bids submitted in response to RFQs;

i. in accordance with the HCPs Agreement, fixing, maintaining, increasing and/or controlling the price (including ARPs) for the supply of HCPs sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

j. in accordance with the HCPs Agreement, allocating among the companies certain sales, territories, customers and/or markets for the production or supply of HCPs sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

k. in accordance with the HCPs Agreement, fixing, maintaining, controlling, preventing, lessening and/or eliminating the production and/or supply of HCPs sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

l. selling HCPs to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices;

m. accepting payment for HCPs sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices which resulted in increased revenues for the Denso Defendants, the Sumitomo Defendants, the Tokai Rika Defendants and their co-conspirators;

n. Engaging in meetings, conversations and other communications for the purpose of monitoring and enforcing adherence to the agreed upon bid-rigging and price fixing scheme; and

o. Employing measures to keep their conduct secret, including but not limited to using code names and meeting at remote locations.

The Plaintiff and Class Members Suffered Injury

434. As a direct result of the anticompetitive and unlawful conduct alleged herein, the Plaintiff and Class Members paid artificially inflated prices for HCPs during the Class Period and have thereby suffered injury.

435. The Denso Defendants', the Sumitomo Defendants' and the Tokai Rika Defendants' price-fixing Conspiracy had the following effects, among others:

- Price competition has been restrained or eliminated with respect to HCPs;
- The prices of HCPs have been fixed, increased, maintained, or stabilized at artificially inflated levels;
- Direct and indirect purchasers of HCPs have been deprived of free and open competition; and
- Direct and indirect purchasers of HCPs in Canada, including in the province of Saskatchewan, the United States, Japan and elsewhere paid artificially inflated prices for the HCPs.

436. The conduct of the Denso Defendants, the Sumitomo Defendants, the Tokai Rika Defendants and their co-conspirators was contrary to Part VI of the *Competition Act*, RSC 1985, c C-34.

437. Each of the Denso Defendants, the Sumitomo Defendants and the Tokai Rika Defendants aided, abetted and/or counselled each of the other Denso Defendants, the Sumitomo Defendants and Tokai Rika Defendants and their co-conspirators in the commission of the breaches of Part VI of the *Competition Act*, RSC 1985, c C-34. Each of the Denso Defendants, the Sumitomo Defendants and the Tokai Rika Defendants therefore violated sections 21 and 22 of the *Criminal Code*, RSC 1985, c C-46.

438. The conduct of the Denso Defendants, the Sumitomo Defendants, the Tokai Rika Defendants and their co-conspirators was also contrary to the competition laws of the United States, Japan and various European nations.

439. Further, for the purpose of giving effect to the Conspiracy and contrary to Part VI of the *Competition Act*, RSC 1985, c C-34, beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the

Denso Defendants wherever incorporated who carried on business in Canada, implemented, in whole or in part in Canada, a directive, instruction, intimation of policy or other communication to the corporation or any person from a person in a country other than Canada who was in a position to direct or influence the policies of the corporation, which communication was for the purpose of giving effect to a conspiracy, combination, agreement or arrangement entered into outside Canada, whether or not any director or officer of the corporation in Canada had knowledge of the conspiracy, combination, agreement or arrangement.

440. The purpose of the conspiratorial conduct of the Denso Defendants, the Sumitomo Defendants, the Tokai Rika Defendants and their co-conspirators was to increase, fix, rig or stabilize the price of HCPs. As a direct and foreseeable result of the Conspiracy, the prices of 1) HCPs, and 2) new motor vehicles containing HCPs were artificially inflated.

441. As a consequence of the increased price of HCPs, economic losses and damages were incurred by direct purchasers of the HCPs, including OEMs and Tier I Manufacturers, including in the province of Saskatchewan.

442. Economic losses and damages were also incurred by indirect purchasers of HCPs, including in the province of Saskatchewan, who 1) purchased and/or leased new vehicles containing HCPs, and/or 2) purchased replacement HCPs for their vehicles.

443. The Denso Defendants, the Sumitomo Defendants and the Tokai Rika Defendants intended to cause damage to the Plaintiff and Class Members. Alternatively, the Denso Defendants, the Sumitomo Defendants and the Tokai Rika Defendants knew or ought to have known that their actions would injure the Plaintiff and Class Members.

444. The conduct of the Denso Defendants, the Sumitomo Defendants and the Tokai Rika Defendants in furtherance of the Conspiracy was unlawful and inequitable. The increased revenues that the Denso Defendants, the Sumitomo Defendants and the Tokai Rika Defendants realized as a consequence of artificially inflating the prices of HCPs are ill-gotten profits.

445. Pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34, the Plaintiff and Class Members are entitled to recover from the Denso Defendants, the Sumitomo Defendants and the Tokai Rika Defendants an amount equal to the loss or damage suffered by them, together with any additional amount that the Court may allow.

446. The Plaintiff and Class Members are also entitled to damages at common law or, alternatively, to restitutionary damages.

447. Each of the Denso Defendants, the Sumitomo Defendants and the Tokai Rika Defendants is jointly and severally liable for the actions of each of the other Denso Defendants, the Sumitomo Defendants, the Tokai Rika Defendants and their co-conspirators and for the damages allocated to each Defendant.

n. The HID Ballasts Market

448. An "HID Ballast" is an electrical device that limits the amount of electrical current flowing to an HID headlamp, which would otherwise rise to destructive levels due to the HID headlamp's negative resistance.

449. HID Ballasts are installed by OEMs in new cars as part of the automotive manufacturing process. They are also installed by OEMs in cars to replace worn out, defective or damaged HID Ballasts.

450. The Denso Defendants and the Hitachi Defendants manufacture, market, and/or sell HID Ballasts.

451. In response to RFQs for HID Ballasts, the Denso Defendants and the Hitachi Defendants submitted price quotes to various OEMs and Tier I Manufacturers. In response to their submitted quotes, the Denso Defendants and the Hitachi Defendants or some of them were awarded certain supply contracts.

452. Pursuant to these supply contracts, the Denso Defendants and the Hitachi Defendants manufactured HID Ballasts in Canada, the United States, Japan and elsewhere and then supplied the HID Ballasts to various OEMs and Tier I Manufacturers for installation in vehicles 1) manufactured and sold in Canada, 2) manufactured and sold in the United States, 3) manufactured and sold elsewhere, 4) manufactured in Canada and then exported to and sold elsewhere, 5) manufactured in the United States or elsewhere and then imported to and sold in Canada, and/or 6) as replacement parts.

453. The affected OEMs included, but were not limited to: Toyota; GM; Honda; and Volvo.

454. The identities of all affected OEMs and Tier I Manufacturers who entered into supply contracts with the Denso Defendants, the Hitachi Defendants and their co-conspirators are currently unknown to the Plaintiff.

The Conspiracy

455. The Denso Defendants and the Hitachi Defendants voluntarily colluded with each other and with other co-conspirators to use unlawful means to injure the economic interests of 1) OEMs and/or Tier I Manufacturers, and 2) indirect purchasers of the HID Ballasts.

456. Beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Denso Defendants, the Hitachi Defendants and their co-conspirators knowingly entered into one or more continuing agreement(s), understanding(s) and concert(s) of action to 1) increase or maintain the prices of HID Ballasts, and/or 2) suppress and eliminate competition with respect to the manufacture, marketing, sale and/or distribution of HID Ballasts (collectively the "HID Ballasts Agreement"), and to conceal their HID Ballasts Agreement from OEMs, Tier I Manufacturers and industry stakeholders.

457. The substantial terms of the HID Ballasts Agreement included: 1) fixing, maintaining, increasing or controlling the price for the supply of HID Ballasts sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) allocating sales, territories, customers or markets for the production or supply of HID Ballasts sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 3) fixing, maintaining, controlling, preventing, lessening or eliminating the production or supply of HID Ballasts sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 4) engaging in bid-rigging with respect to quotes for the supply of HID Ballasts sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere.

458. With respect to the Conspiracy, "price" includes any discount, rebate, allowance, price concession or other advantage in relation to the supply of the HID Ballasts.

459. Bid-rigging, with respect to the Conspiracy, means

1) an agreement or arrangement between or among the Denso Defendants, the Hitachi Defendants and their co-conspirators whereby one or more of those persons agreed or undertook not to submit a bid or tender in response to a call or

request for bids or tenders, or agreed or undertook to withdraw a bid or tender submitted in response to such a call or request, or

2) the submission, in response to a call or request for bids or tenders, of bids or tenders were arrived at by the agreement or arrangement between or among the Denso Defendants, the Hitachi Defendants and their co-conspirators

where the agreement or arrangement was not made known to OEMs and/or Tier I Manufacturers calling for or requesting the bids or tenders for HID Ballasts at or before the time when any bid or tender was submitted or withdrawn by the Denso Defendants, the Hitachi Defendants and/or their co-conspirators.

460. For the purpose of carrying out the Conspiracy, the Denso Defendants, the Hitachi Defendants and their co-conspirators engaged in conduct that included, among other things:

a. participating in meetings, conversations and other communications to discuss the bids and price quotations to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

b. participating in meetings, conversations and other communications to discuss the allocation among the companies of certain sales, territories, customers or markets for the production or supply of HID Ballasts;

c. agreeing, during those meetings, conversations and communications on bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, agreeing that one or more of the companies not submit bids in response to RFQs or that one or more companies withdraw bids submitted in response to RFQs;

d. agreeing, during those meetings, conversations and communications to fix, maintain, increase or control the price (including ARPs) for the supply of HID Ballasts sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

e. agreeing, during those meetings, conversations and communications to allocate among the companies certain sales, territories, customers or markets for the production or supply of HID Ballasts sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

f. agreeing, during those meetings, conversations and communications to fix, maintain, control, prevent, lessen or eliminate the production or supply of HID Ballasts sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

g. in order to effectuate the HID Ballasts Agreement, exchanging information on: 1) bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) the allocation of certain sales, territories, customers or markets for the production or supply of HID Ballasts sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 3) the production and supply of HID Ballasts sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

h. in accordance with the HID Ballasts Agreement, submitting bids and price quotations (including ARPs) to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, declining to submit bids in response to RFQs or withdrawing bids submitted in response to RFQs;

i. in accordance with the HID Ballasts Agreement, fixing, maintaining, increasing and/or controlling the price (including ARPs) for the supply of HID Ballasts sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

j. in accordance with the HID Ballasts Agreement, allocating among the companies certain sales, territories, customers and/or markets for the production or supply of HID Ballasts sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

k. in accordance with the HID Ballasts Agreement, fixing, maintaining, controlling, preventing, lessening and/or eliminating the production and/or supply of HID Ballasts sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

l. selling HID Ballasts to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices;

m. accepting payment for HID Ballasts sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices which resulted in increased revenues for the Denso Defendants, the Hitachi Defendants and their co-conspirators;

n. Engaging in meetings, conversations and other communications for the purpose of monitoring and enforcing adherence to the agreed upon bid-rigging and price fixing scheme; and

o. Employing measures to keep their conduct secret, including but not limited to using code names and meeting at remote locations.

The Plaintiff and Class Members Suffered Injury

461. As a direct result of the anticompetitive and unlawful conduct alleged herein, the Plaintiff and Class Members paid artificially inflated prices for HID Ballasts during the Class Period and have thereby suffered injury.

462. The Denso Defendants' and the Hitachi Defendants' price-fixing Conspiracy had the following effects, among others:

- Price competition has been restrained or eliminated with respect to HID Ballasts;
- The prices of HID Ballasts have been fixed, increased, maintained, or stabilized at artificially inflated levels;
- Direct and indirect purchasers of HID Ballasts have been deprived of free and open competition; and
- Direct and indirect purchasers of HID Ballasts in Canada, including in the province of Saskatchewan, the United States, Japan and elsewhere paid artificially inflated prices for the Air Conditioning Systems.

463. The conduct of the Denso Defendants, the Hitachi Defendants and their co-conspirators was contrary to Part VI of the *Competition Act*, RSC 1985, c C-34.

464. Each of the Denso Defendants and the Hitachi Defendants aided, abetted and/or counselled each of the other Denso Defendants and Hitachi Defendants and their co-conspirators in the commission of the breaches of Part VI of the *Competition Act*, RSC 1985, c C-34. Each of the Denso Defendants and the Hitachi Defendants therefore violated sections 21 and 22 of the *Criminal Code*, RSC 1985, c C-46.

465. The conduct of the Denso Defendants, the Hitachi Defendants and their co-conspirators was also contrary to the competition laws of the United States, Japan and various European nations.

466. Further, for the purpose of giving effect to the Conspiracy and contrary to Part VI of the *Competition Act*, RSC 1985, c C-34, beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Denso Defendants and the Hitachi Defendants wherever incorporated who carried on business in Canada, implemented, in whole or in part in Canada, a directive, instruction, intimation of policy or other communication to the corporation or any person from a person in a country other than Canada who was in a position to direct or influence the policies of the corporation, which communication was for the purpose of giving effect to a conspiracy, combination, agreement or arrangement entered into outside Canada, whether or not any director or officer of the corporation in Canada had knowledge of the conspiracy, combination, agreement or arrangement.

467. The purpose of the conspiratorial conduct of the Denso Defendants, the Hitachi Defendants and their co-conspirators was to increase, fix, rig or stabilize the price of HID Ballasts. As a direct and foreseeable result of the Conspiracy, the prices of 1) HID Ballasts, and 2) new motor vehicles containing HID Ballasts were artificially inflated.

468. As a consequence of the increased price of HID Ballasts, economic losses and damages were incurred by direct purchasers of the HID Ballasts, including OEMs and Tier I Manufacturers, including in the province of Saskatchewan.

469. Economic losses and damages were also incurred by indirect purchasers of HID Ballasts, including in the province of Saskatchewan, who 1) purchased and/or leased new vehicles containing HID Ballasts, and/or 2) purchased replacement HID Ballasts for their vehicles.

470. The Denso Defendants and the Hitachi Defendants intended to cause damage to the Plaintiff and Class Members. Alternatively, the Denso Defendants and the Hitachi Defendants knew or ought to have known that their actions would injure the Plaintiff and Class Members.

471. The conduct of the Denso Defendants and the Hitachi Defendants in furtherance of the Conspiracy was unlawful and inequitable. The increased revenues that the Denso

Defendants and the Hitachi Defendants realized as a consequence of artificially inflating the prices of HID Ballasts are ill-gotten profits.

472. Pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34, the Plaintiff and Class Members are entitled to recover from the Denso Defendants and the Hitachi Defendants an amount equal to the loss or damage suffered by them, together with any additional amount that the Court may allow.

473. The Plaintiff and Class Members are also entitled to damages at common law or, alternatively, to restitutionary damages.

474. Each of the Denso Defendants and the Hitachi Defendants is jointly and severally liable for the actions of each of the other Denso Defendants, the Hitachi Defendants and their co-conspirators and for the damages allocated to each Defendant.

o. The Ignition Coils Market

475. "Ignition Coils" are part of the fuel ignition system and release electric energy suddenly to ignite a fuel mixture.

476. Ignition Coils are installed by OEMs in new cars as part of the automotive manufacturing process. They are also installed by OEMs in cars to replace worn out, defective or damaged Ignition Coils.

477. The Denso Defendants and the Hitachi Defendants manufacture, market, and/or sell Ignition Coils.

478. In response to RFQs for Ignition Coils, the Denso Defendants and the Hitachi Defendants submitted price quotes to various OEMs and Tier I Manufacturers. In response to their submitted quotes, the Denso Defendants and the Hitachi Defendants or some of them were awarded certain supply contracts.

479. Pursuant to these supply contracts, the Denso Defendants and the Hitachi Defendants manufactured Ignition Coils in Canada, the United States, Japan and elsewhere and then supplied the Ignition Coils to various OEMs and Tier I Manufacturers for installation in vehicles 1) manufactured and sold in Canada, 2) manufactured and sold in the United States, 3) manufactured and sold elsewhere, 4) manufactured in Canada and then exported to and sold elsewhere, 5) manufactured in the United States or elsewhere and then imported to and sold in Canada, and/or 6) as replacement parts.

480. The affected OEMs included, but were not limited to Toyota, Ford and Subaru.

481. The identities of all affected OEMs and Tier I Manufacturers who entered into supply contracts with the Denso Defendants, the Hitachi Defendants and their co-conspirators are currently unknown to the Plaintiff.

The Conspiracy

482. The Denso Defendants and the Hitachi Defendants voluntarily colluded with each other and with other co-conspirators to use unlawful means to injure the economic interests of 1) OEMs and/or Tier I Manufacturers, and 2) indirect purchasers of the Ignition Coils.

483. Beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Denso Defendants, the Hitachi Defendants and their co-conspirators knowingly entered into one or more continuing agreement(s), understanding(s) and concert(s) of action to 1) increase or maintain the prices of Ignition Coils, and/or 2) suppress and eliminate competition with respect to the manufacture, marketing, sale and/or distribution of Ignition Coils (collectively the "Ignition Coils Agreement"), and to conceal their Ignition Coils Agreement from OEMs, Tier I Manufacturers and industry stakeholders.

484. The substantial terms of the Ignition Coils Agreement included: 1) fixing, maintaining, increasing or controlling the price for the supply of Ignition Coils sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) allocating sales, territories, customers or markets for the production or supply of Ignition Coils sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 3) fixing, maintaining, controlling, preventing, lessening or eliminating the production or supply of Ignition Coils sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 4) engaging in bid-rigging with respect to quotes for the supply of Ignition Coils sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere.

485. With respect to the Conspiracy, "price" includes any discount, rebate, allowance, price concession or other advantage in relation to the supply of the Ignition Coils.

486. Bid-rigging, with respect to the Conspiracy, means

1) an agreement or arrangement between or among the Denso Defendants, the Hitachi Defendants and their co-conspirators whereby one or more of those persons agreed or undertook not to submit a bid or tender in response to a call or

request for bids or tenders, or agreed or undertook to withdraw a bid or tender submitted in response to such a call or request, or

2) the submission, in response to a call or request for bids or tenders, of bids or tenders were arrived at by the agreement or arrangement between or among the Denso Defendants, the Hitachi Defendants and their co-conspirators

where the agreement or arrangement was not made known to OEMs and/or Tier I Manufacturers calling for or requesting the bids or tenders for Ignition Coils at or before the time when any bid or tender was submitted or withdrawn by the Denso Defendants, the Hitachi Defendants and/or their co-conspirators.

487. For the purpose of carrying out the Conspiracy, the Denso Defendants, the Hitachi Defendants and their co-conspirators engaged in conduct that included, among other things:

a. participating in meetings, conversations and other communications to discuss the bids and price quotations to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

b. participating in meetings, conversations and other communications to discuss the allocation among the companies of certain sales, territories, customers or markets for the production or supply of Ignition Coils;

c. agreeing, during those meetings, conversations and communications on bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, agreeing that one or more of the companies not submit bids in response to RFQs or that one or more companies withdraw bids submitted in response to RFQs;

d. agreeing, during those meetings, conversations and communications to fix, maintain, increase or control the price (including ARPs) for the supply of Ignition Coils sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

e. agreeing, during those meetings, conversations and communications to allocate among the companies certain sales, territories, customers or markets for the production or supply of Ignition Coils sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

f. agreeing, during those meetings, conversations and communications to fix, maintain, control, prevent, lessen or eliminate the production or supply of Ignition Coils sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

g. in order to effectuate the Ignition Coils Agreement, exchanging information on: 1) bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) the allocation of certain sales, territories, customers or markets for the production or supply of Ignition Coils sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 3) the production and supply of Ignition Coils sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

h. in accordance with the Ignition Coils Agreement, submitting bids and price quotations (including ARPs) to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, declining to submit bids in response to RFQs or withdrawing bids submitted in response to RFQs;

i. in accordance with the Ignition Coils Agreement, fixing, maintaining, increasing and/or controlling the price (including ARPs) for the supply of Ignition Coils sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

j. in accordance with the Ignition Coils Agreement, allocating among the companies certain sales, territories, customers and/or markets for the production or supply of Ignition Coils sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

k. in accordance with the Ignition Coils Agreement, fixing, maintaining, controlling, preventing, lessening and/or eliminating the production and/or supply of Ignition Coils sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

l. selling Ignition Coils to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices;

m. accepting payment for Ignition Coils sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices which resulted in increased revenues for the Denso Defendants, the Hitachi Defendants and their co-conspirators;

n. Engaging in meetings, conversations and other communications for the purpose of monitoring and enforcing adherence to the agreed upon bid-rigging and price fixing scheme; and

o. Employing measures to keep their conduct secret, including but not limited to using code names and meeting at remote locations.

The Plaintiff and Class Members Suffered Injury

488. As a direct result of the anticompetitive and unlawful conduct alleged herein, the Plaintiff and Class Members paid artificially inflated prices for Ignition Coils during the Class Period and have thereby suffered injury.

489. The Denso Defendants' and the Hitachi Defendants' price-fixing Conspiracy had the following effects, among others:

- Price competition has been restrained or eliminated with respect to Ignition Coils;
- The prices of Ignition Coils have been fixed, increased, maintained, or stabilized at artificially inflated levels;
- Direct and indirect purchasers of Ignition Coils have been deprived of free and open competition; and
- Direct and indirect purchasers of Ignition Coils in Canada, including in the province of Saskatchewan, the United States, Japan and elsewhere paid artificially inflated prices for the Ignition Coils.

490. The conduct of the Denso Defendants, the Hitachi Defendants and their co-conspirators was contrary to Part VI of the *Competition Act*, RSC 1985, c C-34.

491. Each of the Denso Defendants and the Hitachi Defendants aided, abetted and/or counselled each of the other Denso Defendants and Hitachi Defendants and their co-conspirators in the commission of the breaches of Part VI of the *Competition Act*, RSC 1985, c C-34. Each of the Denso Defendants and the Hitachi Defendants therefore violated sections 21 and 22 of the *Criminal Code*, RSC 1985, c C-46.

492. The conduct of the Denso Defendants, the Hitachi Defendants and their co-conspirators was also contrary to the competition laws of the United States, Japan and various European nations.

493. Further, for the purpose of giving effect to the Conspiracy and contrary to Part VI of the *Competition Act*, RSC 1985, c C-34, beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Denso Defendants and the Hitachi Defendants wherever incorporated who carried on business in Canada, implemented, in whole or in part in Canada, a directive, instruction, intimation of policy or other communication to the corporation or any person from a person in a country other than Canada who was in a position to direct or influence the policies of the corporation, which communication was for the purpose of giving effect to a conspiracy, combination, agreement or arrangement entered into outside Canada, whether or not any director or officer of the corporation in Canada had knowledge of the conspiracy, combination, agreement or arrangement.

494. The purpose of the conspiratorial conduct of the Denso Defendants, the Hitachi Defendants and their co-conspirators was to increase, fix, rig or stabilize the price of Ignition Coils. As a direct and foreseeable result of the Conspiracy, the prices of 1) Ignition Coils, and 2) new motor vehicles containing Ignition Coils were artificially inflated.

495. As a consequence of the increased price of Ignition Coils, economic losses and damages were incurred by direct purchasers of the Ignition Coils, including OEMs and Tier I Manufacturers, including in the province of Saskatchewan.

496. Economic losses and damages were also incurred by indirect purchasers of Ignition Coils, including in the province of Saskatchewan, who 1) purchased and/or leased new vehicles containing Ignition Coils, and/or 2) purchased replacement Ignition Coils for their vehicles.

497. The Denso Defendants and the Hitachi Defendants intended to cause damage to the Plaintiff and Class Members. Alternatively, the Denso Defendants and the Hitachi Defendants knew or ought to have known that their actions would injure the Plaintiff and Class Members.

498. The conduct of the Denso Defendants and the Hitachi Defendants in furtherance of the Conspiracy was unlawful and inequitable. The increased revenues that the Denso

Defendants and the Hitachi Defendants realized as a consequence of artificially inflating the prices of Ignition Coils are ill-gotten profits.

499. Pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34, the Plaintiff and Class Members are entitled to recover from the Denso Defendants and the Hitachi Defendants an amount equal to the loss or damage suffered by them, together with any additional amount that the Court may allow.

500. The Plaintiff and Class Members are also entitled to damages at common law or, alternatively, to restitutionary damages.

501. Each of the Denso Defendants and the Hitachi Defendants is jointly and severally liable for the actions of each of the other Denso Defendants, the Hitachi Defendants and their co-conspirators and for the damages allocated to each Defendant.

p. The Instrument Panel Clusters Market

502. "Instrument Panel Clusters," also known as meters, are the mounted array of instruments and gauges housed in front of the driver in an automobile.

503. The Denso Defendants are the world's largest supplier of Instrument Panel Clusters, having supplied Instrument Panel Clusters to approximately 200 million vehicles since 1951.

504. Instrument Panel Clusters are installed by OEMs in new cars as part of the automotive manufacturing process. They are also installed by OEMs in cars to replace worn out, defective or damaged Instrument Panel Clusters.

505. The Denso Defendants and the Yazaki Defendants manufacture, market, and/or sell Instrument Panel Clusters.

506. In response to RFQs for Instrument Panel Clusters, the Denso Defendants and the Yazaki Defendants submitted price quotes to various OEMs and Tier I Manufacturers. In response to their submitted quotes, the Denso Defendants and the Yazaki Defendants or some of them were awarded certain supply contracts.

507. Pursuant to these supply contracts, the Denso Defendants and the Yazaki Defendants manufactured Instrument Panel Clusters in Canada, the United States, Japan and elsewhere and then supplied the Instrument Panel Clusters to various OEMs and Tier I Manufacturers for installation in vehicles 1) manufactured and sold in Canada, 2) manufactured and sold in the United States, 3) manufactured and sold elsewhere, 4)

manufactured in Canada and then exported to and sold elsewhere, 5) manufactured in the United States or elsewhere and then imported to and sold in Canada, and/or 6) as replacement parts.

508. The affected OEMs included, but were not limited to: Toyota; GM; Honda; Ford; Subaru, Mitsubishi, Nissan; Volvo; Mazda; Suzuki; Chrysler; Mercedes-Benz; BMW; Kia; Hyundai and Jaguar Land Rover Automotive PLC and certain of its subsidiaries, affiliates, and suppliers in Canada, the United States, the United Kingdom and elsewhere ("Jaguar").

509. The identities of all affected OEMs and Tier I Manufacturers who entered into supply contracts with the Denso Defendants, the Yazaki Defendants and their co-conspirators are currently unknown to the Plaintiff.

The Conspiracy

510. The Denso Defendants and the Yazaki Defendants voluntarily colluded with each other and with other co-conspirators to use unlawful means to injure the economic interests of 1) OEMs and/or Tier I Manufacturers, and 2) indirect purchasers of the Instrument Panel Clusters.

511. Beginning at least as early as December 2002 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Denso Defendants, the Yazaki Defendants and their co-conspirators knowingly entered into one or more continuing agreement(s), understanding(s) and concert(s) of action to 1) increase or maintain the prices of Instrument Panel Clusters, and/or 2) suppress and eliminate competition with respect to the manufacture, marketing, sale and/or distribution of Instrument Panel Clusters (collectively the "Instrument Panel Clusters Agreement"), and to conceal their Instrument Panel Clusters Agreement from OEMs, Tier I Manufacturers and industry stakeholders.

512. The substantial terms of the Instrument Panel Clusters Agreement included: 1) fixing, maintaining, increasing or controlling the price for the supply of Instrument Panel Clusters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) allocating sales, territories, customers or markets for the production or supply of Instrument Panel Clusters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 3) fixing, maintaining, controlling, preventing, lessening or eliminating the production or supply of Instrument Panel Clusters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere,

and/or 4) engaging in bid-rigging with respect to quotes for the supply of Instrument Panel Clusters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere.

513. With respect to the Conspiracy, "price" includes any discount, rebate, allowance, price concession or other advantage in relation to the supply of the Instrument Panel Clusters.

514. Bid-rigging, with respect to the Conspiracy, means

1) an agreement or arrangement between or among the Denso Defendants, the Yazaki Defendants and their co-conspirators whereby one or more of those persons agreed or undertook not to submit a bid or tender in response to a call or request for bids or tenders, or agreed or undertook to withdraw a bid or tender submitted in response to such a call or request, or
2) the submission, in response to a call or request for bids or tenders, of bids or tenders were arrived at by the agreement or arrangement between or among the Denso Defendants, the Yazaki Defendants and their co-conspirators

where the agreement or arrangement was not made known to OEMs and/or Tier I Manufacturers calling for or requesting the bids or tenders for Instrument Panel Clusters at or before the time when any bid or tender was submitted or withdrawn by the Denso Defendants, the Yazaki Defendants and/or their co-conspirators.

515. For the purpose of carrying out the Conspiracy, the Denso Defendants, the Yazaki Defendants and their co-conspirators engaged in conduct that included, among other things:

a. participating in meetings, conversations and other communications to discuss the bids and price quotations to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;
b. participating in meetings, conversations and other communications to discuss the allocation among the companies of certain sales, territories, customers or markets for the production or supply of Instrument Panel Clusters;
c. agreeing, during those meetings, conversations and communications on bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, agreeing that one or more of the companies not submit bids in

response to RFQs or that one or more companies withdraw bids submitted in response to RFQs;

d. agreeing, during those meetings, conversations and communications to fix, maintain, increase or control the price (including ARPs) for the supply of Instrument Panel Clusters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

e. agreeing, during those meetings, conversations and communications to allocate among the companies certain sales, territories, customers or markets for the production or supply of Instrument Panel Clusters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

f. agreeing, during those meetings, conversations and communications to fix, maintain, control, prevent, lessen or eliminate the production or supply of Instrument Panel Clusters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

g. in order to effectuate the Instrument Panel Clusters Agreement, exchanging information on: 1) bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) the allocation of certain sales, territories, customers or markets for the production or supply of Instrument Panel Clusters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 3) the production and supply of Instrument Panel Clusters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

h. in accordance with the Instrument Panel Clusters Agreement, submitting bids and price quotations (including ARPs) to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, declining to submit bids in response to RFQs or withdrawing bids submitted in response to RFQs;

i. in accordance with the Instrument Panel Clusters Agreement, fixing, maintaining, increasing and/or controlling the price (including ARPs) for the supply of Instrument Panel Clusters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

j. in accordance with the Instrument Panel Clusters Agreement, allocating among the companies certain sales, territories, customers and/or markets for the production or supply of Instrument Panel Clusters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

k. in accordance with the Instrument Panel Clusters Agreement, fixing, maintaining, controlling, preventing, lessening and/or eliminating the production and/or supply of Instrument Panel Clusters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

l. selling Instrument Panel Clusters to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices;

m. accepting payment for Instrument Panel Clusters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices which resulted in increased revenues for the Denso Defendants, the Yazaki Defendants and their co-conspirators;

n. Engaging in meetings, conversations and other communications for the purpose of monitoring and enforcing adherence to the agreed upon bid-rigging and price fixing scheme; and

o. Employing measures to keep their conduct secret, including but not limited to using code names and meeting at remote locations.

The Plaintiff and Class Members Suffered Injury

516. As a direct result of the anticompetitive and unlawful conduct alleged herein, the Plaintiff and Class Members paid artificially inflated prices for Instrument Panel Clusters during the Class Period and have thereby suffered injury.

517. The Denso Defendants' and the Yazaki Defendants' price-fixing Conspiracy had the following effects, among others:

- Price competition has been restrained or eliminated with respect to Instrument Panel Clusters;
- The prices of Instrument Panel Clusters have been fixed, increased, maintained, or stabilized at artificially inflated levels;
- Direct and indirect purchasers of Instrument Panel Clusters have been deprived of

free and open competition; and

- Direct and indirect purchasers of Instrument Panel Clusters in Canada, including in the province of Saskatchewan, the United States, Japan and elsewhere paid artificially inflated prices for the Instrument Panel Clusters.

518. The conduct of the Denso Defendants, the Yazaki Defendants and their co-conspirators was contrary to Part VI of the *Competition Act*, RSC 1985, c C-34.

519. Each of the Denso Defendants and the Yazaki Defendants aided, abetted and/or counseled each of the other Denso Defendants and Yazaki Defendants and their co-conspirators in the commission of the breaches of Part VI of the *Competition Act*, RSC 1985, c C-34. Each of the Denso Defendants and the Yazaki Defendants therefore violated sections 21 and 22 of the *Criminal Code*, RSC 1985, c C-46.

520. The conduct of the Denso Defendants, the Yazaki Defendants and their co-conspirators was also contrary to the competition laws of the United States, Japan and various European nations.

521. Further, for the purpose of giving effect to the Conspiracy and contrary to Part VI of the *Competition Act*, RSC 1985, c C-34, beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Denso Defendants wherever incorporated who carried on business in Canada, implemented, in whole or in part in Canada, a directive, instruction, intimation of policy or other communication to the corporation or any person from a person in a country other than Canada who was in a position to direct or influence the policies of the corporation, which communication was for the purpose of giving effect to a conspiracy, combination, agreement or arrangement entered into outside Canada, whether or not any director or officer of the corporation in Canada had knowledge of the conspiracy, combination, agreement or arrangement.

522. The purpose of the conspiratorial conduct of the Denso Defendants, the Yazaki Defendants and their co-conspirators was to increase, fix, rig or stabilize the price of Instrument Panel Clusters. As a direct and foreseeable result of the Conspiracy, the prices of 1) Instrument Panel Clusters, and 2) new motor vehicles containing Instrument Panel Clusters were artificially inflated.

523. As a consequence of the increased price of Instrument Panel Clusters, economic losses and damages were incurred by direct purchasers of the Instrument Panel Clusters, including OEMs and Tier I Manufacturers, including in the province of Saskatchewan.

524. Economic losses and damages were also incurred by indirect purchasers of Instrument Panel Clusters, including in the province of Saskatchewan, who 1) purchased and/or leased new vehicles containing Instrument Panel Clusters, and/or 2) purchased replacement Instrument Panel Clusters for their vehicles.

525. The Denso Defendants and the Yazaki Defendants intended to cause damage to the Plaintiff and Class Members. Alternatively, the Denso Defendants and the Yazaki Defendants knew or ought to have known that their actions would injure the Plaintiff and Class Members.

526. The conduct of the Denso Defendants and the Yazaki Defendants in furtherance of the Conspiracy was unlawful and inequitable. The increased revenues that the Denso Defendants and the Yazaki Defendants realized as a consequence of artificially inflating the prices of Instrument Panel Clusters are ill-gotten profits.

527. Pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34, the Plaintiff and Class Members are entitled to recover from the Denso Defendants and the Yazaki Defendants an amount equal to the loss or damage suffered by them, together with any additional amount that the Court may allow.

528. The Plaintiff and Class Members are also entitled to damages at common law or, alternatively, to restitutionary damages.

529. Each of the Denso Defendants and the Yazaki Defendants is jointly and severally liable for the actions of each of the other Denso Defendants, the Yazaki Defendants and their co-conspirators and for the damages allocated to each Defendant.

q. The Inverters Market

530. "Inverters" provide power to motors by converting direct current ("DC") electricity from a vehicle's battery to alternating current ("AC") electricity. Every vehicle with an electric traction motor requires inverters to power them. The traction inverter converts high voltage DC electricity into multi-phase AC current that drives the three-phase induction or permanent magnet electric machines used to actuate the motor in hybrid and electric vehicles. Every electric vehicle requires at least one electric traction motor. Many electric

or hybrid vehicles have two or more traction motors; each traction motor requires a separate Inverter.

531. Inverters are installed by OEMs in new cars as part of the automotive manufacturing process. They are also installed by OEMs in cars to replace worn out, defective or damaged Ignition Coils.

532. The Denso Defendants and the Hitachi Defendants manufacture, market, and/or sell Inverters.

533. In response to RFQs for Inverters, the Denso Defendants and the Hitachi Defendants submitted price quotes to various OEMs and Tier I Manufacturers. In response to their submitted quotes, the Denso Defendants and the Hitachi Defendants or some of them were awarded certain supply contracts.

534. Pursuant to these supply contracts, the Denso Defendants and the Hitachi Defendants manufactured Inverters in Canada, the United States, Japan and elsewhere and then supplied the Inverters to various OEMs and Tier I Manufacturers for installation in vehicles 1) manufactured and sold in Canada, 2) manufactured and sold in the United States, 3) manufactured and sold elsewhere, 4) manufactured in Canada and then exported to and sold elsewhere, 5) manufactured in the United States or elsewhere and then imported to and sold in Canada, and/or 6) as replacement parts.

535. The affected OEMs included, but were not limited to Toyota, Ford and GM.

536. The identities of all affected OEMs and Tier I Manufacturers who entered into supply contracts with the Denso Defendants, the Hitachi Defendants and their co-conspirators are currently unknown to the Plaintiff.

The Conspiracy

537. The Denso Defendants and the Hitachi Defendants voluntarily colluded with each other and with other co-conspirators to use unlawful means to injure the economic interests of 1) OEMs and/or Tier I Manufacturers, and 2) indirect purchasers of the Inverters.

538. Beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Denso Defendants, the Hitachi Defendants and their co-conspirators knowingly entered into one or more continuing agreement(s), understanding(s) and concert(s) of action to 1) increase or maintain the prices of Inverters, and/or 2) suppress and eliminate competition with respect to the manufacture,

marketing, sale and/or distribution of Inverters (collectively the "Inverters Agreement"), and to conceal their Inverters Agreement from OEMs, Tier I Manufacturers and industry stakeholders.

539. The substantial terms of the Inverters Agreement included: 1) fixing, maintaining, increasing or controlling the price for the supply of Inverters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) allocating sales, territories, customers or markets for the production or supply of Inverters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 3) fixing, maintaining, controlling, preventing, lessening or eliminating the production or supply of Inverters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 4) engaging in bid-rigging with respect to quotes for the supply of Inverters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere.

540. With respect to the Conspiracy, "price" includes any discount, rebate, allowance, price concession or other advantage in relation to the supply of the Inverters.

541. Bid-rigging, with respect to the Conspiracy, means

1) an agreement or arrangement between or among the Denso Defendants, the Hitachi Defendants and their co-conspirators whereby one or more of those persons agreed or undertook not to submit a bid or tender in response to a call or request for bids or tenders, or agreed or undertook to withdraw a bid or tender submitted in response to such a call or request, or
2) the submission, in response to a call or request for bids or tenders, of bids or tenders were arrived at by the agreement or arrangement between or among the Denso Defendants, the Hitachi Defendants and their co-conspirators

where the agreement or arrangement was not made known to OEMs and/or Tier I Manufacturers calling for or requesting the bids or tenders for Inverters at or before the time when any bid or tender was submitted or withdrawn by the Denso Defendants, the Hitachi Defendants and/or their co-conspirators.

542. For the purpose of carrying out the Conspiracy, the Denso Defendants, the Hitachi Defendants and their co-conspirators engaged in conduct that included, among other things:

a. participating in meetings, conversations and other communications to discuss the bids and price quotations to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

b. participating in meetings, conversations and other communications to discuss the allocation among the companies of certain sales, territories, customers or markets for the production or supply of Inverters;

c. agreeing, during those meetings, conversations and communications on bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, agreeing that one or more of the companies not submit bids in response to RFQs or that one or more companies withdraw bids submitted in response to RFQs;

d. agreeing, during those meetings, conversations and communications to fix, maintain, increase or control the price (including ARPs) for the supply of Inverters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

e. agreeing, during those meetings, conversations and communications to allocate among the companies certain sales, territories, customers or markets for the production or supply of Inverters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

f. agreeing, during those meetings, conversations and communications to fix, maintain, control, prevent, lessen or eliminate the production or supply of Inverters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

g. in order to effectuate the Inverters Agreement, exchanging information on: 1) bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) the allocation of certain sales, territories, customers or markets for the production or supply of Inverters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 3) the production and supply of

Inverters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

h. in accordance with the Inverters Agreement, submitting bids and price quotations (including ARPs) to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, declining to submit bids in response to RFQs or withdrawing bids submitted in response to RFQs;

i. in accordance with the Inverters Agreement, fixing, maintaining, increasing and/or controlling the price (including ARPs) for the supply of Inverters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

j. in accordance with the Inverters Agreement, allocating among the companies certain sales, territories, customers and/or markets for the production or supply of Inverters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

k. in accordance with the Inverters Agreement, fixing, maintaining, controlling, preventing, lessening and/or eliminating the production and/or supply of Inverters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

l. selling Inverters to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices;

m. accepting payment for Inverters sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices which resulted in increased revenues for the Denso Defendants, the Hitachi Defendants and their co-conspirators;

n. Engaging in meetings, conversations and other communications for the purpose of monitoring and enforcing adherence to the agreed upon bid-rigging and price fixing scheme; and

o. Employing measures to keep their conduct secret, including but not limited to using code names and meeting at remote locations.

The Plaintiff and Class Members Suffered Injury

543. As a direct result of the anticompetitive and unlawful conduct alleged herein, the

Plaintiff and Class Members paid artificially inflated prices for Inverters during the Class Period and have thereby suffered injury.

544. The Denso Defendants' and the Hitachi Defendants' price-fixing Conspiracy had the following effects, among others:

- Price competition has been restrained or eliminated with respect to Inverters;
- The prices of Inverters have been fixed, increased, maintained, or stabilized at artificially inflated levels;
- Direct and indirect purchasers of Inverters have been deprived of free and open competition; and
- Direct and indirect purchasers of Inverters in Canada, including in the province of Saskatchewan, the United States, Japan and elsewhere paid artificially inflated prices for the Inverters.

545. The conduct of the Denso Defendants, the Hitachi Defendants and their co-conspirators was contrary to Part VI of the *Competition Act*, RSC 1985, c C-34.

546. Each of the Denso Defendants and the Hitachi Defendants aided, abetted and/or counselled each of the other Denso Defendants and Hitachi Defendants and their co-conspirators in the commission of the breaches of Part VI of the *Competition Act*, RSC 1985, c C-34. Each of the Denso Defendants and the Hitachi Defendants therefore violated sections 21 and 22 of the *Criminal Code*, RSC 1985, c C-46.

547. The conduct of the Denso Defendants, the Hitachi Defendants and their co-conspirators was also contrary to the competition laws of the United States, Japan and various European nations.

548. Further, for the purpose of giving effect to the Conspiracy and contrary to Part VI of the *Competition Act*, RSC 1985, c C-34, beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Denso Defendants and the Hitachi Defendants wherever incorporated who carried on business in Canada, implemented, in whole or in part in Canada, a directive, instruction, intimation of policy or other communication to the corporation or any person from a person in a country other than Canada who was in a position to direct or influence the policies of the corporation, which communication was for the purpose of giving effect to a conspiracy, combination, agreement or arrangement entered into outside Canada, whether or not any

director or officer of the corporation in Canada had knowledge of the conspiracy, combination, agreement or arrangement.

549. The purpose of the conspiratorial conduct of the Denso Defendants, the Hitachi Defendants and their co-conspirators was to increase, fix, rig or stabilize the price of Inverters. As a direct and foreseeable result of the Conspiracy, the prices of 1) Inverters, and 2) new motor vehicles containing Inverters were artificially inflated.

550. As a consequence of the increased price of Inverters, economic losses and damages were incurred by direct purchasers of the Inverters, including OEMs and Tier I Manufacturers, including in the province of Saskatchewan.

551. Economic losses and damages were also incurred by indirect purchasers of Inverters, including in the province of Saskatchewan, who 1) purchased and/or leased new vehicles containing Inverters, and/or 2) purchased replacement Inverters for their vehicles.

552. The Denso Defendants and the Hitachi Defendants intended to cause damage to the Plaintiff and Class Members. Alternatively, the Denso Defendants and the Hitachi Defendants knew or ought to have known that their actions would injure the Plaintiff and Class Members.

553. The conduct of the Denso Defendants and the Hitachi Defendants in furtherance of the Conspiracy was unlawful and inequitable. The increased revenues that the Denso Defendants and the Hitachi Defendants realized as a consequence of artificially inflating the prices of Inverters are ill-gotten profits.

554. Pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34, the Plaintiff and Class Members are entitled to recover from the Denso Defendants and the Hitachi Defendants an amount equal to the loss or damage suffered by them, together with any additional amount that the Court may allow.

555. The Plaintiff and Class Members are also entitled to damages at common law or, alternatively, to restitutionary damages.

556. Each of the Denso Defendants and the Hitachi Defendants is jointly and severally liable for the actions of each of the other Denso Defendants and the Hitachi Defendants and their co-conspirators and for the damages allocated to each Defendant.

r. The Motor Generators Market

557. "Motor Generators" are electric motors used to power electric drive systems. Motor

Generators also capture energy from the process of stopping a vehicle to generate electricity through regenerative braking.

558. Motor Generators are installed by OEMs in new cars as part of the automotive manufacturing process. They are also installed by OEMs in cars to replace worn out, defective or damaged Motor Generators.

559. The Denso Defendants and the Hitachi Defendants manufacture, market, and/or sell Motor Generators.

560. In response to RFQs for Motor Generators, the Denso Defendants and the Hitachi Defendants submitted price quotes to various OEMs and Tier I Manufacturers. In response to their submitted quotes, the Denso Defendants and the Hitachi Defendants or some of them were awarded certain supply contracts.

561. Pursuant to these supply contracts, the Denso Defendants and the Hitachi Defendants manufactured Motor Generators in Canada, the United States, Japan and elsewhere and then supplied the Motor Generators to various OEMs and Tier I Manufacturers for installation in vehicles 1) manufactured and sold in Canada, 2) manufactured and sold in the United States, 3) manufactured and sold elsewhere, 4) manufactured in Canada and then exported to and sold elsewhere, 5) manufactured in the United States or elsewhere and then imported to and sold in Canada, and/or 6) as replacement parts.

562. The affected OEMs included, but were not limited to Toyota, Ford and Nissan.

563. The identities of all affected OEMs and Tier I Manufacturers who entered into supply contracts with the Denso Defendants, the Hitachi Defendants and their co-conspirators are currently unknown to the Plaintiff.

The Conspiracy

564. The Denso Defendants and the Hitachi Defendants voluntarily colluded with each other and with other co-conspirators to use unlawful means to injure the economic interests of 1) OEMs and/or Tier I Manufacturers, and 2) indirect purchasers of the Motor Generators.

565. Beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Denso Defendants, the Hitachi Defendants and their co-conspirators knowingly entered into one or more continuing

agreement(s), understanding(s) and concert(s) of action to 1) increase or maintain the prices of Motor Generators, and/or 2) suppress and eliminate competition with respect to the manufacture, marketing, sale and/or distribution of Motor Generators (collectively the "Motor Generators Agreement"), and to conceal their Motor Generators Agreement from OEMs, Tier I Manufacturers and industry stakeholders.

566. The substantial terms of the Motor Generators Agreement included: 1) fixing, maintaining, increasing or controlling the price for the supply of Motor Generators sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) allocating sales, territories, customers or markets for the production or supply of Motor Generators sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 3) fixing, maintaining, controlling, preventing, lessening or eliminating the production or supply of Motor Generators sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 4) engaging in bid-rigging with respect to quotes for the supply of Motor Generators sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere.

567. With respect to the Conspiracy, "price" includes any discount, rebate, allowance, price concession or other advantage in relation to the supply of the Motor Generators.

568. Bid-rigging, with respect to the Conspiracy, means

1) an agreement or arrangement between or among the Denso Defendants, the Hitachi Defendants and their co-conspirators whereby one or more of those persons agreed or undertook not to submit a bid or tender in response to a call or request for bids or tenders, or agreed or undertook to withdraw a bid or tender submitted in response to such a call or request, or
2) the submission, in response to a call or request for bids or tenders, of bids or tenders were arrived at by the agreement or arrangement between or among the Denso Defendants, the Hitachi Defendants and their co-conspirators

where the agreement or arrangement was not made known to OEMs and/or Tier I Manufacturers calling for or requesting the bids or tenders for Motor Generators at or before the time when any bid or tender was submitted or withdrawn by the Denso Defendants, the Hitachi Defendants and/or their co-conspirators.

569. For the purpose of carrying out the Conspiracy, the Denso Defendants, the Hitachi Defendants and their co-conspirators engaged in conduct that included, among other things:

a. participating in meetings, conversations and other communications to discuss the bids and price quotations to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

b. participating in meetings, conversations and other communications to discuss the allocation among the companies of certain sales, territories, customers or markets for the production or supply of Motor Generators;

c. agreeing, during those meetings, conversations and communications on bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, agreeing that one or more of the companies not submit bids in response to RFQs or that one or more companies withdraw bids submitted in response to RFQs;

d. agreeing, during those meetings, conversations and communications to fix, maintain, increase or control the price (including ARPs) for the supply of Motor Generators sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

e. agreeing, during those meetings, conversations and communications to allocate among the companies certain sales, territories, customers or markets for the production or supply of Motor Generators sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

f. agreeing, during those meetings, conversations and communications to fix, maintain, control, prevent, lessen or eliminate the production or supply of Motor Generators sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

g. in order to effectuate the Motor Generators Agreement, exchanging information on: 1) bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) the allocation of certain sales, territories, customers or markets for the production or supply of Motor Generators sold to OEMs and/or Tier I

Manufacturers in Canada, the United States, Japan and elsewhere, and/or 3) the production and supply of Motor Generators sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

h. in accordance with the Motor Generators Agreement, submitting bids and price quotations (including ARPs) to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, declining to submit bids in response to RFQs or withdrawing bids submitted in response to RFQs;

i. in accordance with the Motor Generators Agreement, fixing, maintaining, increasing and/or controlling the price (including ARPs) for the supply of Motor Generators sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

j. in accordance with the Motor Generators Agreement, allocating among the companies certain sales, territories, customers and/or markets for the production or supply of Motor Generators sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

k. in accordance with the Motor Generators Agreement, fixing, maintaining, controlling, preventing, lessening and/or eliminating the production and/or supply of Motor Generators sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

l. selling Motor Generators to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices;

m. accepting payment for Motor Generators sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices which resulted in increased revenues for the Denso Defendants, the Hitachi Defendants and their co-conspirators;

n. Engaging in meetings, conversations and other communications for the purpose of monitoring and enforcing adherence to the agreed upon bid-rigging and price fixing scheme; and

o. Employing measures to keep their conduct secret, including but not limited to using code names and meeting at remote locations.

The Plaintiff and Class Members Suffered Injury

570. As a direct result of the anticompetitive and unlawful conduct alleged herein, the Plaintiff and Class Members paid artificially inflated prices for Motor Generators during the Class Period and have thereby suffered injury.

571. The Denso Defendants' and the Hitachi Defendants' price-fixing Conspiracy had the following effects, among others:

- Price competition has been restrained or eliminated with respect to Motor Generators;
- The prices of Motor Generators have been fixed, increased, maintained, or stabilized at artificially inflated levels;
- Direct and indirect purchasers of Motor Generators have been deprived of free and open competition; and
- Direct and indirect purchasers of Motor Generators in Canada, including in the province of Saskatchewan, the United States, Japan and elsewhere paid artificially inflated prices for the Motor Generators.

572. The conduct of the Denso Defendants, the Hitachi Defendants and their co-conspirators was contrary to Part VI of the *Competition Act*, RSC 1985, c C-34.

573. Each of the Denso Defendants and the Hitachi Defendants aided, abetted and/or counselled each of the other Denso Defendants and Hitachi Defendants and their co-conspirators in the commission of the breaches of Part VI of the *Competition Act*, RSC 1985, c C-34. Each of the Denso Defendants and the Hitachi Defendants therefore violated sections 21 and 22 of the *Criminal Code*, RSC 1985, c C-46.

574. The conduct of the Denso Defendants, the Hitachi Defendants and their co-conspirators was also contrary to the competition laws of the United States, Japan and various European nations.

575. Further, for the purpose of giving effect to the Conspiracy and contrary to Part VI of the *Competition Act*, RSC 1985, c C-34, beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Denso Defendants and the Hitachi Defendants wherever incorporated who carried on business in Canada, implemented, in whole or in part in Canada, a directive, instruction, intimation of policy or other communication to the corporation or any person from a person

in a country other than Canada who was in a position to direct or influence the policies of the corporation, which communication was for the purpose of giving effect to a conspiracy, combination, agreement or arrangement entered into outside Canada, whether or not any director or officer of the corporation in Canada had knowledge of the conspiracy, combination, agreement or arrangement.

576. The purpose of the conspiratorial conduct of the Denso Defendants, the Hitachi Defendants and their co-conspirators was to increase, fix, rig or stabilize the price of Motor Generators. As a direct and foreseeable result of the Conspiracy, the prices of 1) Motor Generators, and 2) new motor vehicles containing Motor Generators were artificially inflated.

577. As a consequence of the increased price of Motor Generators, economic losses and damages were incurred by direct purchasers of the Motor Generators, including OEMs and Tier I Manufacturers, including in the province of Saskatchewan.

578. Economic losses and damages were also incurred by indirect purchasers of Motor Generators, including in the province of Saskatchewan, who 1) purchased and/or leased new vehicles containing Motor Generators, and/or 2) purchased replacement Motor Generators for their vehicles.

579. The Denso Defendants and the Hitachi Defendants intended to cause damage to the Plaintiff and Class Members. Alternatively, the Denso Defendants and the Hitachi Defendants knew or ought to have known that their actions would injure the Plaintiff and Class Members.

580. The conduct of the Denso Defendants and the Hitachi Defendants in furtherance of the Conspiracy was unlawful and inequitable. The increased revenues that the Denso Defendants and the Hitachi Defendants realized as a consequence of artificially inflating the prices of Motor Generators are ill-gotten profits.

581. Pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34, the Plaintiff and Class Members are entitled to recover from the Denso Defendants and the Hitachi Defendants an amount equal to the loss or damage suffered by them, together with any additional amount that the Court may allow.

582. The Plaintiff and Class Members are also entitled to damages at common law or, alternatively, to restitutionary damages.

583. Each of the Denso Defendants and the Hitachi Defendants is jointly and severally liable for the actions of each of the other Denso Defendants, the Hitachi Defendants and their co-conspirators and for the damages allocated to each Defendant.

s. The Power Window Motors Market

584. "Power Window Motors" are small electric motors used to raise and lower vehicle windows.

585. Power Window Motors are installed by OEMs in new cars as part of the automotive manufacturing process. They are also installed by OEMs in cars to replace worn out, defective or damaged Power Window Motors.

586. The Denso Defendants and the Mitsuba Defendants manufacture, market, and/or sell Power Window Motors.

587. In response to RFQs for Power Window Motors, the Denso Defendants and the Mitsuba Defendants submitted price quotes to various OEMs and Tier I Manufacturers. In response to their submitted quotes, the Denso Defendants and the Mitsuba Defendants or some of them were awarded certain supply contracts.

588. Pursuant to these supply contracts, the Denso Defendants and the Mitsuba Defendants manufactured Power Window Motors in Canada, the United States, Japan and elsewhere and then supplied the Power Window Motors to various OEMs and Tier I Manufacturers for installation in vehicles 1) manufactured and sold in Canada, 2) manufactured and sold in the United States, 3) manufactured and sold elsewhere, 4) manufactured in Canada and then exported to and sold elsewhere, 5) manufactured in the United States or elsewhere and then imported to and sold in Canada, and/or 6) as replacement parts.

589. The affected OEMs included, but were not limited to Subaru and Toyota.

590. The identities of all affected OEMs and Tier I Manufacturers who entered into supply contracts with the Denso Defendants, the Mitsuba Defendants and their co-conspirators are currently unknown to the Plaintiff.

The Conspiracy

591. The Denso Defendants and the Mitsuba Defendants voluntarily colluded with each other and with other co-conspirators to use unlawful means to injure the economic interests

of 1) OEMs and/or Tier I Manufacturers, and 2) indirect purchasers of the Power Window Motors.

592. Beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Denso Defendants, the Mitsuba Defendants and their co-conspirators knowingly entered into one or more continuing agreement(s), understanding(s) and concert(s) of action to 1) increase or maintain the prices of Power Window Motors, and/or 2) suppress and eliminate competition with respect to the manufacture, marketing, sale and/or distribution of Power Window Motors (collectively the "Power Window Motors Agreement"), and to conceal the Power Window Motors Agreement from OEMs, Tier I Manufacturers and industry stakeholders.

593. The substantial terms of the Power Window Motors Agreement included: 1) fixing, maintaining, increasing or controlling the price for the supply of Power Window Motors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) allocating sales, territories, customers or markets for the production or supply of Power Window Motors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 3) fixing, maintaining, controlling, preventing, lessening or eliminating the production or supply of Power Window Motors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 4) engaging in bid-rigging with respect to quotes for the supply of Power Window Motors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere.

594. With respect to the Conspiracy, "price" includes any discount, rebate, allowance, price concession or other advantage in relation to the supply of the Power Window Motors.

595. Bid-rigging, with respect to the Conspiracy, means

1) an agreement or arrangement between or among the Denso Defendants, the Mitsuba Defendants and their co-conspirators whereby one or more of those persons agreed or undertook not to submit a bid or tender in response to a call or request for bids or tenders, or agreed or undertook to withdraw a bid or tender submitted in response to such a call or request, or
2) the submission, in response to a call or request for bids or tenders, of bids or tenders were arrived at by the agreement or arrangement between or among the Denso Defendants, the Mitsuba Defendants and their co-conspirators

where the agreement or arrangement was not made known to OEMs and/or Tier I Manufacturers calling for or requesting the bids or tenders for Power Window Motors at or before the time when any bid or tender was submitted or withdrawn by the Denso Defendants, the Mitsuba Defendants and/or their co-conspirators.

596. For the purpose of carrying out the Conspiracy, the Denso Defendants, the Mitsuba Defendants and their co-conspirators engaged in conduct that included, among other things:

a. participating in meetings, conversations and other communications to discuss the bids and price quotations to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

b. participating in meetings, conversations and other communications to discuss the allocation among the companies of certain sales, territories, customers or markets for the production or supply of Power Window Motors;

c. agreeing, during those meetings, conversations and communications on bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, agreeing that one or more of the companies not submit bids in response to RFQs or that one or more companies withdraw bids submitted in response to RFQs;

d. agreeing, during those meetings, conversations and communications to fix, maintain, increase or control the price (including ARPs) for the supply of Power Window Motors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

e. agreeing, during those meetings, conversations and communications to allocate among the companies certain sales, territories, customers or markets for the production or supply of Power Window Motors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

f. agreeing, during those meetings, conversations and communications to fix, maintain, control, prevent, lessen or eliminate the production or supply of Power Window Motors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

g. in order to effectuate the Power Window Motors Agreement, exchanging information on: 1) bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) the allocation of certain sales, territories, customers or markets for the production or supply of Power Window Motors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 3) the production and supply of Power Window Motors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

h. in accordance with the Power Window Motors Agreement, submitting bids and price quotations (including ARPs) to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, declining to submit bids in response to RFQs or withdrawing bids submitted in response to RFQs;

i. in accordance with the Power Window Motors Agreement, fixing, maintaining, increasing and/or controlling the price (including ARPs) for the supply of Power Window Motors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

j. in accordance with the Power Window Motors Agreement, allocating among the companies certain sales, territories, customers and/or markets for the production or supply of Power Window Motors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

k. in accordance with the Power Window Motors Agreement, fixing, maintaining, controlling, preventing, lessening and/or eliminating the production and/or supply of Power Window Motors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

l. selling Power Window Motors to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices;

m. accepting payment for Power Window Motors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices which resulted in increased revenues for the Denso Defendants, the Mitsuba Defendants and their co-conspirators;

n. Engaging in meetings, conversations and other communications for the purpose of monitoring and enforcing adherence to the agreed upon bid-rigging and price fixing scheme; and

o. Employing measures to keep their conduct secret, including but not limited to using code names and meeting at remote locations.

The Plaintiff and Class Members Suffered Injury

597. As a direct result of the anticompetitive and unlawful conduct alleged herein, the Plaintiff and Class Members paid artificially inflated prices for Power Window Motors during the Class Period and have thereby suffered injury.

598. The Denso Defendants' and the Mitsuba Defendants' price-fixing Conspiracy had the following effects, among others:

- Price competition has been restrained or eliminated with respect to Power Window Motors;
- The prices of Power Window Motors have been fixed, increased, maintained, or stabilized at artificially inflated levels;
- Direct and indirect purchasers of Power Window Motors have been deprived of free and open competition; and
- Direct and indirect purchasers of Power Window Motors in Canada, including in the province of Saskatchewan, the United States, Japan and elsewhere paid artificially inflated prices for the Power Window Motors.

599. The conduct of the Denso Defendants, the Mitsuba Defendants and their co-conspirators was contrary to Part VI of the *Competition Act*, RSC 1985, c C-34.

600. Each of the Denso Defendants and the Mitsuba Defendants aided, abetted and/or counselled each of the other Denso Defendants and Mitsuba Defendants and their co-conspirators in the commission of the breaches of Part VI of the *Competition Act*, RSC 1985, c C-34. Each of the Denso Defendants and the Mitsuba Defendants therefore violated sections 21 and 22 of the *Criminal Code*, RSC 1985, c C-46.

601. The conduct of the Denso Defendants, the Mitsuba Defendants and their co-conspirators was also contrary to the competition laws of the United States, Japan and various European nations.

602. Further, for the purpose of giving effect to the Conspiracy and contrary to Part VI of the *Competition Act*, RSC 1985, c C-34, beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Denso Defendants wherever incorporated who carried on business in Canada, implemented, in whole or in part in Canada, a directive, instruction, intimation of policy or other communication to the corporation or any person from a person in a country other than Canada who was in a position to direct or influence the policies of the corporation, which communication was for the purpose of giving effect to a conspiracy, combination, agreement or arrangement entered into outside Canada, whether or not any director or officer of the corporation in Canada had knowledge of the conspiracy, combination, agreement or arrangement.

603. The purpose of the conspiratorial conduct of the Denso Defendants, the Mitsuba Defendants and their co-conspirators was to increase, fix, rig or stabilize the price of Power Window Motors. As a direct and foreseeable result of the Conspiracy, the prices of 1) Power Window Motors, and 2) new motor vehicles containing Power Window Motors were artificially inflated.

604. As a consequence of the increased price of Power Window Motors, economic losses and damages were incurred by direct purchasers of the Power Window Motors, including OEMs and Tier I Manufacturers, including in the province of Saskatchewan.

605. Economic losses and damages were also incurred by indirect purchasers of Power Window Motors, including in the province of Saskatchewan, who 1) purchased and/or leased new vehicles containing Power Window Motors, and/or 2) purchased replacement Power Window Motors for their vehicles.

606. The Denso Defendants and the Mitsuba Defendants intended to cause damage to the Plaintiff and Class Members. Alternatively, the Denso Defendants and the Mitsuba Defendants knew or ought to have known that their actions would injure the Plaintiff and Class Members.

607. The conduct of the Denso Defendants and the Mitsuba Defendants in furtherance of the Conspiracy was unlawful and inequitable. The increased revenues that the Denso Defendants and the Mitsuba Defendants realized as a consequence of artificially inflating the prices of Power Window Motors are ill-gotten profits.

608. Pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34, the Plaintiff and Class Members are entitled to recover from the Denso Defendants and the Mitsuba Defendants an amount equal to the loss or damage suffered by them, together with any additional amount that the Court may allow.

609. The Plaintiff and Class Members are also entitled to damages at common law or, alternatively, to restitutionary damages.

610. Each of the Denso Defendants and the Mitsuba Defendants is jointly and severally liable for the actions of each of the other Denso Defendants, the Mitsuba Defendants and their co-conspirators and for the damages allocated to each Defendant.

t. The Radiators Market

611. "Radiators" which are defined to include radiator fans, are devices that help to prevent automotive vehicles from overheating. Radiators are a form of heat exchanger, usually filled with a combination of water and antifreeze, and extract heat from inside the engine block. The radiator indirectly exposes coolant, heated by traveling through the engine block, to cool air as the vehicle moves. Radiators are replaced when a vehicle consistently overheats.

612. Radiators are installed by OEMs in new cars as part of the automotive manufacturing process. They are also installed by OEMs in cars to replace worn out, defective or damaged Radiators.

613. The Denso Defendants and the Mitsuba Defendants manufacture, market, and/or sell Radiators.

614. In response to RFQs for Radiators, the Denso Defendants and the Mitsuba Defendants submitted price quotes to various OEMs and Tier I Manufacturers. In response to their submitted quotes, the Denso Defendants and the Mitsuba Defendants or some of them were awarded certain supply contracts.

615. Pursuant to these supply contracts, the Denso Defendants and the Mitsuba Defendants manufactured Radiators in Canada, the United States, Japan and elsewhere and then supplied the Radiators to various OEMs and Tier I Manufacturers for installation in vehicles 1) manufactured and sold in Canada, 2) manufactured and sold in the United States, 3) manufactured and sold elsewhere, 4) manufactured in Canada and then exported

to and sold elsewhere, 5) manufactured in the United States or elsewhere and then imported to and sold in Canada, and/or 6) as replacement parts.

616. The affected OEMs included, but were not limited to Honda, GM, Toyota and Volvo.

617. The identities of all affected OEMs and Tier I Manufacturers who entered into supply contracts with the Denso Defendants, the Mitsuba Defendants and their co-conspirators are currently unknown to the Plaintiff.

The Conspiracy

618. The Denso Defendants and the Mitsuba Defendants voluntarily colluded with each other and with other co-conspirators to use unlawful means to injure the economic interests of 1) OEMs and/or Tier I Manufacturers, and 2) indirect purchasers of the Radiators.

619. Beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Denso Defendants, the Mitsuba Defendants and their co-conspirators knowingly entered into one or more continuing agreement(s), understanding(s) and concert(s) of action to 1) increase or maintain the prices of Radiators, and/or 2) suppress and eliminate competition with respect to the manufacture, marketing, sale and/or distribution of Radiators (collectively the "Radiators Agreement"), and to conceal their Radiators Agreement from OEMs, Tier I Manufacturers and industry stakeholders.

620. The substantial terms of the Radiators Agreement included: 1) fixing, maintaining, increasing or controlling the price for the supply of Radiators sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) allocating sales, territories, customers or markets for the production or supply of Radiators sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 3) fixing, maintaining, controlling, preventing, lessening or eliminating the production or supply of Radiators sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 4) engaging in bid-rigging with respect to quotes for the supply of Radiators sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere.

621. With respect to the Conspiracy, "price" includes any discount, rebate, allowance, price concession or other advantage in relation to the supply of the Radiators.

622. Bid-rigging, with respect to the Conspiracy, means

1) an agreement or arrangement between or among the Denso Defendants, the Mitsuba Defendants and their co-conspirators whereby one or more of those persons agreed or undertook not to submit a bid or tender in response to a call or request for bids or tenders, or agreed or undertook to withdraw a bid or tender submitted in response to such a call or request, or
2) the submission, in response to a call or request for bids or tenders, of bids or tenders were arrived at by the agreement or arrangement between or among the Denso Defendants, the Mitsuba Defendants and their co-conspirators

where the agreement or arrangement was not made known to OEMs and/or Tier I Manufacturers calling for or requesting the bids or tenders for Radiators at or before the time when any bid or tender was submitted or withdrawn by the Denso Defendants, the Mitsuba Defendants and/or their co-conspirators.

623. For the purpose of carrying out the Conspiracy, the Denso Defendants, the Mitsuba Defendants and their co-conspirators engaged in conduct that included, among other things:

a. participating in meetings, conversations and other communications to discuss the bids and price quotations to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;
b. participating in meetings, conversations and other communications to discuss the allocation among the companies of certain sales, territories, customers or markets for the production or supply of Radiators;
c. agreeing, during those meetings, conversations and communications on bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, agreeing that one or more of the companies not submit bids in response to RFQs or that one or more companies withdraw bids submitted in response to RFQs;
d. agreeing, during those meetings, conversations and communications to fix, maintain, increase or control the price (including ARPs) for the supply of Radiators sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

e. agreeing, during those meetings, conversations and communications to allocate among the companies certain sales, territories, customers or markets for the production or supply of Radiators sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

f. agreeing, during those meetings, conversations and communications to fix, maintain, control, prevent, lessen or eliminate the production or supply of Radiators sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

g. in order to effectuate the Radiators Agreement, exchanging information on: 1) bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) the allocation of certain sales, territories, customers or markets for the production or supply of Radiators sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 3) the production and supply of Radiators sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

h. in accordance with the Radiators Agreement, submitting bids and price quotations (including ARPs) to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, declining to submit bids in response to RFQs or withdrawing bids submitted in response to RFQs;

i. in accordance with the Radiators Agreement, fixing, maintaining, increasing and/or controlling the price (including ARPs) for the supply of Radiators sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

j. in accordance with the Radiators Agreement, allocating among the companies certain sales, territories, customers and/or markets for the production or supply of Radiators sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

k. in accordance with the Radiators Agreement, fixing, maintaining, controlling, preventing, lessening and/or eliminating the production and/or supply of

Radiators sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

l. selling Radiators to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices;

m. accepting payment for Radiators sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices which resulted in increased revenues for the Denso Defendants, the Mitsuba Defendants and their co-conspirators;

n. Engaging in meetings, conversations and other communications for the purpose of monitoring and enforcing adherence to the agreed upon bid-rigging and price fixing scheme; and

o. Employing measures to keep their conduct secret, including but not limited to using code names and meeting at remote locations.

The Plaintiff and Class Members Suffered Injury

624. As a direct result of the anticompetitive and unlawful conduct alleged herein, the Plaintiff and Class Members paid artificially inflated prices for Radiators during the Class Period and have thereby suffered injury.

625. The Denso Defendants' and the Mitsuba Defendants' price-fixing Conspiracy had the following effects, among others:

- Price competition has been restrained or eliminated with respect to Radiators;
- The prices of Radiators have been fixed, increased, maintained, or stabilized at artificially inflated levels;
- Direct and indirect purchasers of Radiators have been deprived of free and open competition; and
- Direct and indirect purchasers of Radiators in Canada, including in the province of Saskatchewan, the United States, Japan and elsewhere paid artificially inflated prices for the Radiators.

626. The conduct of the Denso Defendants, the Mitsuba Defendants and their co-conspirators was contrary to Part VI of the *Competition Act*, RSC 1985, c C-34.

627. Each of the Denso Defendants and the Mitsuba Defendants aided, abetted and/or counselled each of the other Denso Defendants and Mitsuba Defendants and their co-

conspirators in the commission of the breaches of Part VI of the *Competition Act*, RSC 1985, c C-34. Each of the Denso Defendants and the Mitsuba Defendants therefore violated sections 21 and 22 of the *Criminal Code*, RSC 1985, c C-46.

628. The conduct of the Denso Defendants, the Mitsuba Defendants and their co-conspirators was also contrary to the competition laws of the United States, Japan and various European nations.

629. Further, for the purpose of giving effect to the Conspiracy and contrary to Part VI of the *Competition Act*, RSC 1985, c C-34, beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Denso Defendants wherever incorporated who carried on business in Canada, implemented, in whole or in part in Canada, a directive, instruction, intimation of policy or other communication to the corporation or any person from a person in a country other than Canada who was in a position to direct or influence the policies of the corporation, which communication was for the purpose of giving effect to a conspiracy, combination, agreement or arrangement entered into outside Canada, whether or not any director or officer of the corporation in Canada had knowledge of the conspiracy, combination, agreement or arrangement.

630. The purpose of the conspiratorial conduct of the Denso Defendants, the Mitsuba Defendants and their co-conspirators was to increase, fix, rig or stabilize the price of Radiators. As a direct and foreseeable result of the Conspiracy, the prices of 1) Radiators, and 2) new motor vehicles containing Radiators were artificially inflated.

631. As a consequence of the increased price of Radiators, economic losses and damages were incurred by direct purchasers of the Radiators, including OEMs and Tier I Manufacturers, including in the province of Saskatchewan.

632. Economic losses and damages were also incurred by indirect purchasers of Radiators, including in the province of Saskatchewan, who 1) purchased and/or leased new vehicles containing Radiators, and/or 2) purchased replacement Radiators for their vehicles.

633. The Denso Defendants and the Mitsuba Defendants intended to cause damage to the Plaintiff and Class Members. Alternatively, the Denso Defendants and the Mitsuba

Defendants knew or ought to have known that their actions would injure the Plaintiff and Class Members.

634. The conduct of the Denso Defendants and the Mitsuba Defendants in furtherance of the Conspiracy was unlawful and inequitable. The increased revenues that the Denso Defendants and the Mitsuba Defendants realized as a consequence of artificially inflating the prices of Radiators are ill-gotten profits.

635. Pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34, the Plaintiff and Class Members are entitled to recover from the Denso Defendants and the Mitsuba Defendants an amount equal to the loss or damage suffered by them, together with any additional amount that the Court may allow.

636. The Plaintiff and Class Members are also entitled to damages at common law or, alternatively, to restitutionary damages.

637. Each of the Denso Defendants and the Mitsuba Defendants is jointly and severally liable for the actions of each of the other Denso Defendants, the Mitsuba Defendants and their co-conspirators and for the damages allocated to each Defendant.

u. The Starter Motors Market

638. "Starter Motors" or "Starters" are devices that power a vehicle's battery to "turn over" and start when the driver turns the ignition switch. When a Starter is damaged, a vehicle will not turn on and the Starter Motor must be replaced.

639. Starter Motors are installed by OEMs in new cars as part of the automotive manufacturing process. They are also installed by OEMs in cars to replace worn out, defective or damaged Starter Motors.

640. The Denso Defendants, the Hitachi Defendants and the Mitsuba Defendants manufacture, market, and/or sell Starter Motors.

641. In response to RFQs for Starter Motors, the Denso Defendants, the Hitachi Defendants and the Mitsuba Defendants submitted price quotes to various OEMs and Tier I Manufacturers. In response to their submitted quotes, the Denso Defendants, the Hitachi Defendants and the Mitsuba Defendants or some of them were awarded certain supply contracts.

642. Pursuant to these supply contracts, the Denso Defendants, the Hitachi Defendants and the Mitsuba Defendants manufactured Starter Motors in Canada, the United States,

Japan and elsewhere and then supplied the Starter Motors to various OEMs and Tier I Manufacturers for installation in vehicles 1) manufactured and sold in Canada, 2) manufactured and sold in the United States, 3) manufactured and sold elsewhere, 4) manufactured in Canada and then exported to and sold elsewhere, 5) manufactured in the United States or elsewhere and then imported to and sold in Canada, and/or 6) as replacement parts.

643. The affected OEMs included, but were not limited to: Honda, GM, Toyota and Volvo.

644. The identities of all affected OEMs and Tier I Manufacturers who entered into supply contracts with the Denso Defendants, the Hitachi Defendants, the Mitsuba Defendants and their co-conspirators are currently unknown to the Plaintiff.

The Conspiracy

645. The Denso Defendants, the Hitachi Defendants and the Mitsuba Defendants voluntarily colluded with each other and with other co-conspirators to use unlawful means to injure the economic interests of 1) OEMs and/or Tier I Manufacturers, and 2) indirect purchasers of the Starter Motors.

646. Beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Denso Defendants, the Hitachi Defendants, the Mitsuba Defendants and their co-conspirators knowingly entered into one or more continuing agreement(s), understanding(s) and concert(s) of action to 1) increase or maintain the prices of Starter Motors, and/or 2) suppress and eliminate competition with respect to the manufacture, marketing, sale and/or distribution of Starter Motors (collectively the "Starter Motors Agreement"), and to conceal the Starter Motors Agreement from OEMs, Tier I Manufacturers and industry stakeholders.

647. The substantial terms of the Starter Motors Agreement included: 1) fixing, maintaining, increasing or controlling the price for the supply of Starter Motors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) allocating sales, territories, customers or markets for the production or supply of Starter Motors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 3) fixing, maintaining, controlling, preventing, lessening or eliminating the production or supply of Starter Motors sold to OEMs and/or Tier I Manufacturers in

Canada, the United States, Japan and elsewhere, and/or 4) engaging in bid-rigging with respect to quotes for the supply of Starter Motors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere.

648. With respect to the Conspiracy, "price" includes any discount, rebate, allowance, price concession or other advantage in relation to the supply of the Starter Motors.

649. Bid-rigging, with respect to the Conspiracy, means

1) an agreement or arrangement between or among the Denso Defendants, the Hitachi Defendants, the Mitsuba Defendants and their co-conspirators whereby one or more of those persons agreed or undertook not to submit a bid or tender in response to a call or request for bids or tenders, or agreed or undertook to withdraw a bid or tender submitted in response to such a call or request, or
2) the submission, in response to a call or request for bids or tenders, of bids or tenders were arrived at by the agreement or arrangement between or among the Denso Defendants, the Hitachi Defendants, the Mitsuba Defendants and their co-conspirators

where the agreement or arrangement was not made known to OEMs and/or Tier I Manufacturers calling for or requesting the bids or tenders for Starter Motors at or before the time when any bid or tender was submitted or withdrawn by the Denso Defendants, the Hitachi Defendants, the Mitsuba Defendants and/or their co-conspirators.

650. For the purpose of carrying out the Conspiracy, the Denso Defendants, the Hitachi Defendants, the Mitsuba Defendants and their co-conspirators engaged in conduct that included, among other things:

a. participating in meetings, conversations and other communications to discuss the bids and price quotations to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;
b. participating in meetings, conversations and other communications to discuss the allocation among the companies of certain sales, territories, customers or markets for the production or supply of Starter Motors;
c. agreeing, during those meetings, conversations and communications on bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or,

alternatively, agreeing that one or more of the companies not submit bids in response to RFQs or that one or more companies withdraw bids submitted in response to RFQs;

d. agreeing, during those meetings, conversations and communications to fix, maintain, increase or control the price (including ARPs) for the supply of Starter Motors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

e. agreeing, during those meetings, conversations and communications to allocate among the companies certain sales, territories, customers or markets for the production or supply of Starter Motors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

f. agreeing, during those meetings, conversations and communications to fix, maintain, control, prevent, lessen or eliminate the production or supply of Starter Motors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

g. in order to effectuate the Starter Motors Agreement, exchanging information on: 1) bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) the allocation of certain sales, territories, customers or markets for the production or supply of Starter Motors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 3) the production and supply of Starter Motors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

h. in accordance with the Starter Motors Agreement, submitting bids and price quotations (including ARPs) to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, declining to submit bids in response to RFQs or withdrawing bids submitted in response to RFQs;

i. in accordance with the Starter Motors Agreement, fixing, maintaining, increasing and/or controlling the price (including ARPs) for the supply of Starter Motors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

j. in accordance with the Starter Motors Agreement, allocating among the companies certain sales, territories, customers and/or markets for the production or supply of Starter Motors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

k. in accordance with the Starter Motors Agreement, fixing, maintaining, controlling, preventing, lessening and/or eliminating the production and/or supply of Starter Motors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

l. selling Starter Motors to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices;

m. accepting payment for Starter Motors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices which resulted in increased revenues for the Denso Defendants, the Hitachi Defendants, the Mitsuba Defendants and their co-conspirators;

n. Engaging in meetings, conversations and other communications for the purpose of monitoring and enforcing adherence to the agreed upon bid-rigging and price fixing scheme; and

o. Employing measures to keep their conduct secret, including but not limited to using code names and meeting at remote locations.

The Plaintiff and Class Members Suffered Injury

651. As a direct result of the anticompetitive and unlawful conduct alleged herein, the Plaintiff and Class Members paid artificially inflated prices for Starter Motors during the Class Period and have thereby suffered injury.

652. The Denso Defendants', Hitachi Defendants' and the Mitsuba Defendants' price-fixing Conspiracy had the following effects, among others:

- Price competition has been restrained or eliminated with respect to Starter Motors;
- The prices of Starter Motors have been fixed, increased, maintained, or stabilized at artificially inflated levels;
- Direct and indirect purchasers of Starter Motors have been deprived of free and open competition; and

- Direct and indirect purchasers of Starter Motors in Canada, including in the province of Saskatchewan, the United States, Japan and elsewhere paid artificially inflated prices for the Starter Motors.

653. The conduct of the Denso Defendants, the Hitachi Defendants, the Mitsuba Defendants and their co-conspirators was contrary to Part VI of the *Competition Act*, RSC 1985, c C-34.

654. Each of the Denso Defendants, the Hitachi Defendants and the Mitsuba Defendants aided, abetted and/or counselled each of the other Denso Defendants, the Hitachi Defendants and Mitsuba Defendants and their co-conspirators in the commission of the breaches of Part VI of the *Competition Act*, RSC 1985, c C-34. Each of the Denso Defendants, the Hitachi Defendants and the Mitsuba Defendants therefore violated sections 21 and 22 of the *Criminal Code*, RSC 1985, c C-46.

655. The conduct of the Denso Defendants, the Hitachi Defendants, the Mitsuba Defendants and their co-conspirators was also contrary to the competition laws of the United States, Japan and various European nations.

656. Further, for the purpose of giving effect to the Conspiracy and contrary to Part VI of the *Competition Act*, RSC 1985, c C-34, beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Denso Defendants and the Hitachi Defendants wherever incorporated who carried on business in Canada, implemented, in whole or in part in Canada, a directive, instruction, intimation of policy or other communication to the corporation or any person from a person in a country other than Canada who was in a position to direct or influence the policies of the corporation, which communication was for the purpose of giving effect to a conspiracy, combination, agreement or arrangement entered into outside Canada, whether or not any director or officer of the corporation in Canada had knowledge of the conspiracy, combination, agreement or arrangement.

657. The purpose of the conspiratorial conduct of the Denso Defendants, the Hitachi Defendants, the Mitsuba Defendants and their co-conspirators was to increase, fix, rig or stabilize the price of Starter Motors. As a direct and foreseeable result of the Conspiracy, the prices of 1) Starter Motors, and 2) new motor vehicles containing Starter Motors were artificially inflated.

658. As a consequence of the increased price of Starter Motors, economic losses and damages were incurred by direct purchasers of the Starter Motors, including OEMs and Tier I Manufacturers, including in the province of Saskatchewan.

659. Economic losses and damages were also incurred by indirect purchasers of Starter Motors, including in the province of Saskatchewan, who 1) purchased and/or leased new vehicles containing Starter Motors, and/or 2) purchased replacement Starter Motors for their vehicles.

660. The Denso Defendants, the Hitachi Defendants and the Mitsuba Defendants intended to cause damage to the Plaintiff and Class Members. Alternatively, the Denso Defendants, the Hitachi Defendants and the Mitsuba Defendants knew or ought to have known that their actions would injure the Plaintiff and Class Members.

661. The conduct of the Denso Defendants, the Hitachi Defendants and the Mitsuba Defendants in furtherance of the Conspiracy was unlawful and inequitable. The increased revenues that the Denso Defendants, the Hitachi Defendants and the Mitsuba Defendants realized as a consequence of artificially inflating the prices of Starter Motors are ill-gotten profits.

662. Pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34, the Plaintiff and Class Members are entitled to recover from the Denso Defendants, the Hitachi Defendants and the Mitsuba Defendants an amount equal to the loss or damage suffered by them, together with any additional amount that the Court may allow.

663. The Plaintiff and Class Members are also entitled to damages at common law or, alternatively, to restitutionary damages.

664. Each of the Denso Defendants, the Hitachi Defendants and the Mitsuba Defendants is jointly and severally liable for the actions of each of the other Denso Defendants, the Hitachi Defendants, the Mitsuba Defendants and their co-conspirators and for the damages allocated to each Defendant.

v. The Steering Angle Sensors Market

665. A "Steering Angle Sensor" is installed on the steering column of a vehicle and may be connected to, and part of, a combination switch. A Steering Angle Sensor detects the angle of the vehicle's wheels during turns and sends signals to the vehicle stability control system, which maintains the vehicle's stability during turns.

666. Steering Angle Sensors are installed by OEMs in new cars as part of the automotive manufacturing process. They are also installed by OEMs in cars to replace worn out, defective or damaged Steering Angle Sensors.

667. The Hitachi Defendants manufacture, market, and/or sell Steering Angle Sensors.

668. In response to RFQs for Steering Angle Sensors, the Hitachi Defendants submitted price quotes to various OEMs and Tier I Manufacturers. In response to their submitted quotes, the Hitachi Defendants or some of them were awarded certain supply contracts.

669. Pursuant to these supply contracts, the Hitachi Defendants manufactured Steering Angle Sensors in Canada, the United States, Japan and elsewhere and then supplied the Steering Angle Sensors to various OEMs and Tier I Manufacturers for installation in vehicles 1) manufactured and sold in Canada, 2) manufactured and sold in the United States, 3) manufactured and sold elsewhere, 4) manufactured in Canada and then exported to and sold elsewhere, 5) manufactured in the United States or elsewhere and then imported to and sold in Canada, and/or 6) as replacement parts.

670. The affected OEMs included, but were not limited to Toyota.

671. The identities of all affected OEMs and Tier I Manufacturers who entered into supply contracts with the Hitachi Defendants and their co-conspirators are currently unknown to the Plaintiff.

The Conspiracy

672. The Hitachi Defendants voluntarily colluded with each other and with other co-conspirators to use unlawful means to injure the economic interests of 1) OEMs and/or Tier I Manufacturers, and 2) indirect purchasers of the Steering Angle Sensors.

673. Beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Hitachi Defendants and their co-conspirators knowingly entered into one or more continuing agreement(s), understanding(s) and concert(s) of action to 1) increase or maintain the prices of Steering Angle Sensors, and/or 2) suppress and eliminate competition with respect to the manufacture, marketing, sale and/or distribution of Steering Angle Sensors (collectively the "Steering Angle Sensors Agreement"), and to conceal their Steering Angle Sensors Agreement from OEMs, Tier I Manufacturers and industry stakeholders.

674. The substantial terms of the Steering Angle Sensors Agreement included: 1) fixing, maintaining, increasing or controlling the price for the supply of Steering Angle Sensors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) allocating sales, territories, customers or markets for the production or supply of Steering Angle Sensors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 3) fixing, maintaining, controlling, preventing, lessening or eliminating the production or supply of Steering Angle Sensors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 4) engaging in bid-rigging with respect to quotes for the supply of Steering Angle Sensors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere.

675. With respect to the Conspiracy, "price" includes any discount, rebate, allowance, price concession or other advantage in relation to the supply of the Steering Angle Sensors.

676. Bid-rigging, with respect to the Conspiracy, means

1) an agreement or arrangement between or among the Hitachi Defendants and their co-conspirators whereby one or more of those persons agreed or undertook not to submit a bid or tender in response to a call or request for bids or tenders, or agreed or undertook to withdraw a bid or tender submitted in response to such a call or request, or
2) the submission, in response to a call or request for bids or tenders, of bids or tenders were arrived at by the agreement or arrangement between or among the Hitachi Defendants and their co-conspirators

where the agreement or arrangement was not made known to OEMs and/or Tier I Manufacturers calling for or requesting the bids or tenders for Steering Angle Sensors at or before the time when any bid or tender was submitted or withdrawn by the Hitachi Defendants and/or their co-conspirators.

677. For the purpose of carrying out the Conspiracy, Hitachi Defendants and their co-conspirators engaged in conduct that included, among other things:

a. participating in meetings, conversations and other communications to discuss the bids and price quotations to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

b. participating in meetings, conversations and other communications to discuss the allocation among the companies of certain sales, territories, customers or markets for the production or supply of Steering Angle Sensors;

c. agreeing, during those meetings, conversations and communications on bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, agreeing that one or more of the companies not submit bids in response to RFQs or that one or more companies withdraw bids submitted in response to RFQs;

d. agreeing, during those meetings, conversations and communications to fix, maintain, increase or control the price (including ARPs) for the supply of Steering Angle Sensors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

e. agreeing, during those meetings, conversations and communications to allocate among the companies certain sales, territories, customers or markets for the production or supply of Steering Angle Sensors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

f. agreeing, during those meetings, conversations and communications to fix, maintain, control, prevent, lessen or eliminate the production or supply of Steering Angle Sensors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

g. in order to effectuate the Steering Angle Sensors Agreement, exchanging information on: 1) bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) the allocation of certain sales, territories, customers or markets for the production or supply of Steering Angle Sensors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 3) the production and supply of Steering Angle Sensors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

h. in accordance with the Steering Angle Sensors Agreement, submitting bids and price quotations (including ARPs) to OEMs and/or Tier I Manufacturers in

Canada, the United States, Japan and elsewhere or, alternatively, declining to submit bids in response to RFQs or withdrawing bids submitted in response to RFQs;

i. in accordance with the Steering Angle Sensors Agreement, fixing, maintaining, increasing and/or controlling the price (including ARPs) for the supply of Steering Angle Sensors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

j. in accordance with the Steering Angle Sensors Agreement, allocating among the companies certain sales, territories, customers and/or markets for the production or supply of Steering Angle Sensors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

k. in accordance with the Steering Angle Sensors Agreement, fixing, maintaining, controlling, preventing, lessening and/or eliminating the production and/or supply of Steering Angle Sensors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

l. selling Steering Angle Sensors to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices;

m. accepting payment for Steering Angle Sensors sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices which resulted in increased revenues for the Hitachi Defendants and their co-conspirators;

n. Engaging in meetings, conversations and other communications for the purpose of monitoring and enforcing adherence to the agreed upon bid-rigging and price fixing scheme; and

o. Employing measures to keep their conduct secret, including but not limited to using code names and meeting at remote locations.

The Plaintiff and Class Members Suffered Injury

678. As a direct result of the anticompetitive and unlawful conduct alleged herein, the Plaintiff and Class Members paid artificially inflated prices for Steering Angle Sensors during the Class Period and have thereby suffered injury.

679. The Hitachi Defendants' price-fixing Conspiracy had the following effects, among

others:

- Price competition has been restrained or eliminated with respect to Steering Angle Sensors;
- The prices of Steering Angle Sensors have been fixed, increased, maintained, or stabilized at artificially inflated levels;
- Direct and indirect purchasers of Steering Angle Sensors have been deprived of free and open competition; and
- Direct and indirect purchasers of Steering Angle Sensors in Canada, including in the province of Saskatchewan, the United States, Japan and elsewhere paid artificially inflated prices for the Steering Angle Sensors.

680. The conduct of the Hitachi Defendants and their co-conspirators was contrary to Part VI of the *Competition Act*, RSC 1985, c C-34.

681. Each of the Hitachi Defendants aided, abetted and/or counselled each of the other Hitachi Defendants and their co-conspirators in the commission of the breaches of Part VI of the *Competition Act*, RSC 1985, c C-34. Each of the Hitachi Defendants therefore violated sections 21 and 22 of the *Criminal Code*, RSC 1985, c C-46.

682. The conduct of the Hitachi Defendants and their co-conspirators was also contrary to the competition laws of the United States, Japan and various European nations.

683. Further, for the purpose of giving effect to the Conspiracy and contrary to Part VI of the *Competition Act*, RSC 1985, c C-34, beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Hitachi Defendants wherever incorporated who carried on business in Canada, implemented, in whole or in part in Canada, a directive, instruction, intimation of policy or other communication to the corporation or any person from a person in a country other than Canada who was in a position to direct or influence the policies of the corporation, which communication was for the purpose of giving effect to a conspiracy, combination, agreement or arrangement entered into outside Canada, whether or not any director or officer of the corporation in Canada had knowledge of the conspiracy, combination, agreement or arrangement.

684. The purpose of the conspiratorial conduct of the Hitachi Defendants and their co-conspirators was to increase, fix, rig or stabilize the price of Steering Angle Sensors. As a

direct and foreseeable result of the Conspiracy, the prices of 1) Steering Angle Sensors, and 2) new motor vehicles containing Steering Angle Sensors were artificially inflated.

685. As a consequence of the increased price of Steering Angle Sensors, economic losses and damages were incurred by direct purchasers of the Steering Angle Sensors, including OEMs and Tier I Manufacturers, including in the province of Saskatchewan.

686. Economic losses and damages were also incurred by indirect purchasers of Steering Angle Sensors, including in the province of Saskatchewan, who 1) purchased and/or leased new vehicles containing Steering Angle Sensors, and/or 2) purchased replacement Steering Angle Sensors for their vehicles.

687. The Hitachi Defendants intended to cause damage to the Plaintiff and Class Members. Alternatively, the Hitachi Defendants knew or ought to have known that their actions would injure the Plaintiff and Class Members.

688. The conduct of the Hitachi Defendants in furtherance of the Conspiracy was unlawful and inequitable. The increased revenues that the Hitachi Defendants realized as a consequence of artificially inflating the prices of Steering Angle Sensors are ill-gotten profits.

689. Pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34, the Plaintiff and Class Members are entitled to recover from the Hitachi Defendants an amount equal to the loss or damage suffered by them, together with any additional amount that the Court may allow.

690. The Plaintiff and Class Members are also entitled to damages at common law or, alternatively, to restitutionary damages.

691. Each of the Hitachi Defendants is jointly and severally liable for the actions of each of the other Hitachi Defendants and their co-conspirators and for the damages allocated to each Defendant.

w. The Valve Timing Control Devices Market

692. "Valve Timing Control Devices" control the opening/closing timing of the intake valve and exhaustive valve according to driving conditions and are part of the engine management system of the automotive market. Each Valve Timing Control Device includes the variable cam timing ("VCT"), actuator and/or solenoid valve. In addition, some Valve Timing Control Devices contain an oil flow control valve ("OCV"). The OCV

distributes oil, discharged from the engine oil pump, to two oil chambers of each VCT, controlling the oil amounts of the oil chambers. Valve Timing Control manufacturers sell VCTs and OCVs together and separately. The VCT controls the opening/closing timing of the valve consistent with the oil amounts of the oil chambers. Valve Timing Control Devices may also be referred to as "variable valve timing" systems.

693. Valve Timing Control Devices are one of the most crucial parameters in engine configuration. They allow the engine control unit a method of altering the valve's timing to enhance the vehicle's performance while enhancing high fuel efficiency. Automotive valves are, generally, cylindrical parts where fuel and air typically mix in an internal combustion engine. One end of the valve opens to let in a mixture of air and fuel. When the valve closes, a spark plug ignites the mixture to generate force to drive the pistons that run the engine. The Valve Timing Control Device regulates the timing of the opening and closing of the valves. A Valve Timing Control Device can be controlled by a solenoid that controls the rotation of the camshaft in an engine.

694. Valve Timing Control Devices are installed by OEMs in new cars as part of the automotive manufacturing process. They are also installed by OEMs in cars to replace worn out, defective or damaged Valve Timing Control Devices.

695. The Denso Defendants and the Hitachi Defendants manufacture, market, and/or sell Valve Timing Control Devices.

696. In response to RFQs for Valve Timing Control Devices, the Denso Defendants and the Hitachi Defendants submitted price quotes to various OEMs and Tier I Manufacturers. In response to their submitted quotes, the Denso Defendants and the Hitachi Defendants or some of them were awarded certain supply contracts.

697. Pursuant to these supply contracts, the Denso Defendants and the Hitachi Defendants manufactured Valve Timing Control Devices in Canada, the United States, Japan and elsewhere and then supplied the Valve Timing Control Devices to various OEMs and Tier I Manufacturers for installation in vehicles 1) manufactured and sold in Canada, 2) manufactured and sold in the United States, 3) manufactured and sold elsewhere, 4) manufactured in Canada and then exported to and sold elsewhere, 5) manufactured in the United States or elsewhere and then imported to and sold in Canada, and/or 6) as replacement parts.

698. The affected OEMs included, but were not limited to Ford, GM and Toyota.

699. The identities of all affected OEMs and Tier I Manufacturers who entered into supply contracts with the Denso Defendants, the Hitachi Defendants and their co-conspirators are currently unknown to the Plaintiff.

The Conspiracy

700. The Denso Defendants and the Hitachi Defendants voluntarily colluded with each other and with other co-conspirators to use unlawful means to injure the economic interests of 1) OEMs and/or Tier I Manufacturers, and 2) indirect purchasers of the Valve Timing Control Devices.

701. Beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Denso Defendants, the Hitachi Defendants and their co-conspirators knowingly entered into one or more continuing agreement(s), understanding(s) and concert(s) of action to 1) increase or maintain the prices of Valve Timing Control Devices, and/or 2) suppress and eliminate competition with respect to the manufacture, marketing, sale and/or distribution of Valve Timing Control Devices (collectively the "Valve Timing Control Devices Agreement"), and to conceal their Valve Timing Control Devices Agreement from OEMs, Tier I Manufacturers and industry stakeholders.

702. The substantial terms of the Valve Timing Control Devices Agreement included: 1) fixing, maintaining, increasing or controlling the price for the supply of Valve Timing Control Devices sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) allocating sales, territories, customers or markets for the production or supply of Valve Timing Control Devices sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 3) fixing, maintaining, controlling, preventing, lessening or eliminating the production or supply of Valve Timing Control Devices sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 4) engaging in bid-rigging with respect to quotes for the supply of Valve Timing Control Devices sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere.

703. With respect to the Conspiracy, "price" includes any discount, rebate, allowance, price concession or other advantage in relation to the supply of the Valve Timing Control Devices.

704. Bid-rigging, with respect to the Conspiracy, means

1) an agreement or arrangement between or among the Denso Defendants, the Hitachi Defendants and their co-conspirators whereby one or more of those persons agreed or undertook not to submit a bid or tender in response to a call or request for bids or tenders, or agreed or undertook to withdraw a bid or tender submitted in response to such a call or request, or
2) the submission, in response to a call or request for bids or tenders, of bids or tenders were arrived at by the agreement or arrangement between or among the Denso Defendants, the Hitachi Defendants and their co-conspirators

where the agreement or arrangement was not made known to OEMs and/or Tier I Manufacturers calling for or requesting the bids or tenders for Valve Timing Control Devices at or before the time when any bid or tender was submitted or withdrawn by the Denso Defendants, the Hitachi Defendants and/or their co-conspirators.

705. For the purpose of carrying out the Conspiracy, the Denso Defendants, the Hitachi Defendants and their co-conspirators engaged in conduct that included, among other things:

a. participating in meetings, conversations and other communications to discuss the bids and price quotations to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;
b. participating in meetings, conversations and other communications to discuss the allocation among the companies of certain sales, territories, customers or markets for the production or supply of Valve Timing Control Devices;
c. agreeing, during those meetings, conversations and communications on bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, agreeing that one or more of the companies not submit bids in response to RFQs or that one or more companies withdraw bids submitted in response to RFQs;

d. agreeing, during those meetings, conversations and communications to fix, maintain, increase or control the price (including ARPs) for the supply of Valve Timing Control Devices sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

e. agreeing, during those meetings, conversations and communications to allocate among the companies certain sales, territories, customers or markets for the production or supply of Valve Timing Control Devices sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

f. agreeing, during those meetings, conversations and communications to fix, maintain, control, prevent, lessen or eliminate the production or supply of Valve Timing Control Devices sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

g. in order to effectuate the Valve Timing Control Devices Agreement, exchanging information on: 1) bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) the allocation of certain sales, territories, customers or markets for the production or supply of Valve Timing Control Devices sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 3) the production and supply of Valve Timing Control Devices sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

h. in accordance with the Valve Timing Control Devices Agreement, submitting bids and price quotations (including ARPs) to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, declining to submit bids in response to RFQs or withdrawing bids submitted in response to RFQs;

i. in accordance with the Valve Timing Control Devices Agreement, fixing, maintaining, increasing and/or controlling the price (including ARPs) for the supply of Valve Timing Control Devices sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

j. in accordance with the Valve Timing Control Devices Agreement, allocating among the companies certain sales, territories, customers and/or markets for the

production or supply of Valve Timing Control Devices sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

k. in accordance with the Valve Timing Control Devices Agreement, fixing, maintaining, controlling, preventing, lessening and/or eliminating the production and/or supply of Valve Timing Control Devices sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

l. selling Valve Timing Control Devices to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices;

m. accepting payment for Valve Timing Control Devices sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices which resulted in increased revenues for the Denso Defendants, the Hitachi Defendants and their co-conspirators;

n. Engaging in meetings, conversations and other communications for the purpose of monitoring and enforcing adherence to the agreed upon bid-rigging and price fixing scheme; and

o. Employing measures to keep their conduct secret, including but not limited to using code names and meeting at remote locations.

The Plaintiff and Class Members Suffered Injury

706. As a direct result of the anticompetitive and unlawful conduct alleged herein, the Plaintiff and Class Members paid artificially inflated prices for Valve Timing Control Devices during the Class Period and have thereby suffered injury.

707. The Denso Defendants' and the Hitachi Defendants' price-fixing Conspiracy had the following effects, among others:

- Price competition has been restrained or eliminated with respect to Valve Timing Control Devices;
- The prices of Valve Timing Control Devices have been fixed, increased, maintained, or stabilized at artificially inflated levels;
- Direct and indirect purchasers of Valve Timing Control Devices have been deprived of free and open competition; and
- Direct and indirect purchasers of Valve Timing Control Devices in Canada,

including in the province of Saskatchewan, the United States, Japan and elsewhere paid artificially inflated prices for the Valve Timing Control Devices.

708. The conduct of the Denso Defendants, the Hitachi Defendants and their co-conspirators was contrary to Part VI of the *Competition Act*, RSC 1985, c C-34.

709. Each of the Denso Defendants and the Hitachi Defendants aided, abetted and/or counselled each of the other Denso Defendants and Hitachi Defendants and their co-conspirators in the commission of the breaches of Part VI of the *Competition Act*, RSC 1985, c C-34. Each of the Denso Defendants and the Hitachi Defendants therefore violated sections 21 and 22 of the *Criminal Code*, RSC 1985, c C-46.

710. The conduct of the Denso Defendants, the Hitachi Defendants and their co-conspirators was also contrary to the competition laws of the United States, Japan and various European nations.

711. Further, for the purpose of giving effect to the Conspiracy and contrary to Part VI of the *Competition Act*, RSC 1985, c C-34, beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Denso Defendants and the Hitachi Defendants wherever incorporated who carried on business in Canada, implemented, in whole or in part in Canada, a directive, instruction, intimation of policy or other communication to the corporation or any person from a person in a country other than Canada who was in a position to direct or influence the policies of the corporation, which communication was for the purpose of giving effect to a conspiracy, combination, agreement or arrangement entered into outside Canada, whether or not any director or officer of the corporation in Canada had knowledge of the conspiracy, combination, agreement or arrangement.

712. The purpose of the conspiratorial conduct of the Denso Defendants, the Hitachi Defendants and their co-conspirators was to increase, fix, rig or stabilize the price of Valve Timing Control Devices. As a direct and foreseeable result of the Conspiracy, the prices of 1) Valve Timing Control Devices, and 2) new motor vehicles containing Valve Timing Control Devices were artificially inflated.

713. As a consequence of the increased price of Valve Timing Control Devices, economic losses and damages were incurred by direct purchasers of the Valve Timing

Control Devices, including OEMs and Tier I Manufacturers, including in the province of Saskatchewan.

714. Economic losses and damages were also incurred by indirect purchasers of Valve Timing Control Devices, including in the province of Saskatchewan, who 1) purchased and/or leased new vehicles containing Valve Timing Control Devices, and/or 2) purchased replacement Valve Timing Control Devices for their vehicles.

715. The Denso Defendants and the Hitachi Defendants intended to cause damage to the Plaintiff and Class Members. Alternatively, the Denso Defendants and the Hitachi Defendants knew or ought to have known that their actions would injure the Plaintiff and Class Members.

716. The conduct of the Denso Defendants and the Hitachi Defendants in furtherance of the Conspiracy was unlawful and inequitable. The increased revenues that the Denso Defendants and the Hitachi Defendants realized as a consequence of artificially inflating the prices of Valve Timing Control Devices are ill-gotten profits.

717. Pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34, the Plaintiff and Class Members are entitled to recover from the Denso Defendants and the Hitachi Defendants an amount equal to the loss or damage suffered by them, together with any additional amount that the Court may allow.

718. The Plaintiff and Class Members are also entitled to damages at common law or, alternatively, to restitutionary damages.

719. Each of the Denso Defendants and the Hitachi Defendants is jointly and severally liable for the actions of each of the other Denso Defendants, the Hitachi Defendants and their co-conspirators and for the damages allocated to each Defendant.

x. The Windshield Washer Systems Market

720. "Windshield Washer Systems", whether sold together or as separate parts, are defined to include one or more of the following: the pump, hoses, nozzle and tank necessary to deliver washer fluid to vehicle windows.

721. Windshield Washer Systems are installed by OEMs in new cars as part of the automotive manufacturing process. They are also installed by OEMs in cars to replace worn out, defective or damaged Windshield Washer Systems.

722. The Denso Defendants and the Mitsuba Defendants manufacture, market, and/or sell Windshield Washer Systems.

723. In response to RFQs for Windshield Washer Systems, the Denso Defendants and the Mitsuba Defendants submitted price quotes to various OEMs and Tier I Manufacturers. In response to their submitted quotes, the Denso Defendants and the Mitsuba Defendants or some of them were awarded certain supply contracts.

724. Pursuant to these supply contracts, the Denso Defendants and the Mitsuba Defendants manufactured Windshield Washer Systems in Canada, the United States, Japan and elsewhere and then supplied the Windshield Washer Systems to various OEMs and Tier I Manufacturers for installation in vehicles 1) manufactured and sold in Canada, 2) manufactured and sold in the United States, 3) manufactured and sold elsewhere, 4) manufactured in Canada and then exported to and sold elsewhere, 5) manufactured in the United States or elsewhere and then imported to and sold in Canada, and/or 6) as replacement parts.

725. The affected OEMs included, but were not limited to Chrysler, Honda, Nissan, Toyota and Subaru.

726. The identities of all affected OEMs and Tier I Manufacturers who entered into supply contracts with the Denso Defendants, the Mitsuba Defendants and their co-conspirators are currently unknown to the Plaintiff.

The Conspiracy

727. The Denso Defendants and the Mitsuba Defendants voluntarily colluded with each other and with other co-conspirators to use unlawful means to injure the economic interests of 1) OEMs and/or Tier I Manufacturers, and 2) indirect purchasers of the Windshield Washer Systems.

728. Beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Denso Defendants, the Mitsuba Defendants and their co-conspirators knowingly entered into one or more continuing agreement(s), understanding(s) and concert(s) of action to 1) increase or maintain the prices of Windshield Washer Systems, and/or 2) suppress and eliminate competition with respect to the manufacture, marketing, sale and/or distribution of Windshield Washer Systems (collectively the "Windshield Washer Systems Agreement"), and to conceal their

Windshield Washer Systems Agreement from OEMs, Tier I Manufacturers and industry stakeholders.

729. The substantial terms of the Windshield Washer Systems Agreement included: 1) fixing, maintaining, increasing or controlling the price for the supply of Windshield Washer Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) allocating sales, territories, customers or markets for the production or supply of Windshield Washer Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 3) fixing, maintaining, controlling, preventing, lessening or eliminating the production or supply of Windshield Washer Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 4) engaging in bid-rigging with respect to quotes for the supply of Windshield Washer Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere.

730. With respect to the Conspiracy, "price" includes any discount, rebate, allowance, price concession or other advantage in relation to the supply of the Windshield Washer Systems.

731. Bid-rigging, with respect to the Conspiracy, means

1) an agreement or arrangement between or among the Denso Defendants, the Mitsuba Defendants and their co-conspirators whereby one or more of those persons agreed or undertook not to submit a bid or tender in response to a call or request for bids or tenders, or agreed or undertook to withdraw a bid or tender submitted in response to such a call or request, or
2) the submission, in response to a call or request for bids or tenders, of bids or tenders were arrived at by the agreement or arrangement between or among the Denso Defendants, the Mitsuba Defendants and their co-conspirators

where the agreement or arrangement was not made known to OEMs and/or Tier I Manufacturers calling for or requesting the bids or tenders for Windshield Washer Systems at or before the time when any bid or tender was submitted or withdrawn by the Denso Defendants, the Mitsuba Defendants and/or their co-conspirators.

732. For the purpose of carrying out the Conspiracy, the Denso Defendants, the Mitsuba Defendants and their co-conspirators engaged in conduct that included, among other things:

a. participating in meetings, conversations and other communications to discuss the bids and price quotations to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

b. participating in meetings, conversations and other communications to discuss the allocation among the companies of certain sales, territories, customers or markets for the production or supply of Windshield Washer Systems;

c. agreeing, during those meetings, conversations and communications on bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, agreeing that one or more of the companies not submit bids in response to RFQs or that one or more companies withdraw bids submitted in response to RFQs;

d. agreeing, during those meetings, conversations and communications to fix, maintain, increase or control the price (including ARPs) for the supply of Windshield Washer Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

e. agreeing, during those meetings, conversations and communications to allocate among the companies certain sales, territories, customers or markets for the production or supply of Windshield Washer Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

f. agreeing, during those meetings, conversations and communications to fix, maintain, control, prevent, lessen or eliminate the production or supply of Windshield Washer Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

g. in order to effectuate the Windshield Washer Systems Agreement, exchanging information on: 1) bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) the allocation of certain sales, territories, customers or markets for the production or supply of Windshield Washer Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or

3) the production and supply of Windshield Washer Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

h. in accordance with the Windshield Washer Systems Agreement, submitting bids and price quotations (including ARPs) to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, declining to submit bids in response to RFQs or withdrawing bids submitted in response to RFQs;

i. in accordance with the Windshield Washer Systems Agreement, fixing, maintaining, increasing and/or controlling the price (including ARPs) for the supply of Windshield Washer Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

j. in accordance with the Windshield Washer Systems Agreement, allocating among the companies certain sales, territories, customers and/or markets for the production or supply of Windshield Washer Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

k. in accordance with the Windshield Washer Systems Agreement, fixing, maintaining, controlling, preventing, lessening and/or eliminating the production and/or supply of Windshield Washer Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

l. selling Windshield Washer Systems to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices;

m. accepting payment for Windshield Washer Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices which resulted in increased revenues for the Denso Defendants, the Mitsuba Defendants and their co-conspirators;

n. Engaging in meetings, conversations and other communications for the purpose of monitoring and enforcing adherence to the agreed upon bid-rigging and price fixing scheme; and

o. Employing measures to keep their conduct secret, including but not limited to using code names and meeting at remote locations.

The Plaintiff and Class Members Suffered Injury

733. As a direct result of the anticompetitive and unlawful conduct alleged herein, the Plaintiff and Class Members paid artificially inflated prices for Windshield Washer Systems during the Class Period and have thereby suffered injury.

734. The Denso Defendants' and the Mitsuba Defendants' price-fixing Conspiracy had the following effects, among others:

- Price competition has been restrained or eliminated with respect to Windshield Washer Systems;
- The prices of Windshield Washer Systems have been fixed, increased, maintained, or stabilized at artificially inflated levels;
- Direct and indirect purchasers of Windshield Washer Systems have been deprived of free and open competition; and
- Direct and indirect purchasers of Windshield Washer Systems in Canada, including in the province of Saskatchewan, the United States, Japan and elsewhere paid artificially inflated prices for the Windshield Washer Systems.

735. The conduct of the Denso Defendants, the Mitsuba Defendants and their co-conspirators was contrary to Part VI of the *Competition Act*, RSC 1985, c C-34.

736. Each of the Denso Defendants and the Mitsuba Defendants aided, abetted and/or counselled each of the other Denso Defendants and Mitsuba Defendants and their co-conspirators in the commission of the breaches of Part VI of the *Competition Act*, RSC 1985, c C-34. Each of the Denso Defendants and the Mitsuba Defendants therefore violated sections 21 and 22 of the *Criminal Code*, RSC 1985, c C-46.

737. The conduct of the Denso Defendants, the Mitsuba Defendants and their co-conspirators was also contrary to the competition laws of the United States, Japan and various European nations.

738. Further, for the purpose of giving effect to the Conspiracy and contrary to Part VI of the *Competition Act*, RSC 1985, c C-34, beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Denso Defendants wherever incorporated who carried on business in Canada, implemented, in whole or in part in Canada, a directive, instruction, intimation of policy or other communication to the corporation or any person from a person in a country other than

Canada who was in a position to direct or influence the policies of the corporation, which communication was for the purpose of giving effect to a conspiracy, combination, agreement or arrangement entered into outside Canada, whether or not any director or officer of the corporation in Canada had knowledge of the conspiracy, combination, agreement or arrangement.

739. The purpose of the conspiratorial conduct of the Denso Defendants, the Mitsuba Defendants and their co-conspirators was to increase, fix, rig or stabilize the price of Windshield Washer Systems. As a direct and foreseeable result of the Conspiracy, the prices of 1) Windshield Washer Systems, and 2) new motor vehicles containing Windshield Washer Systems were artificially inflated.

740. As a consequence of the increased price of Windshield Washer Systems, economic losses and damages were incurred by direct purchasers of the Windshield Washer Systems, including OEMs and Tier I Manufacturers, including in the province of Saskatchewan.

741. Economic losses and damages were also incurred by indirect purchasers of Windshield Washer Systems, including in the province of Saskatchewan, who 1) purchased and/or leased new vehicles containing Windshield Washer Systems, and/or 2) purchased replacement Windshield Washer Systems for their vehicles.

742. The Denso Defendants and the Mitsuba Defendants intended to cause damage to the Plaintiff and Class Members. Alternatively, the Denso Defendants and the Mitsuba Defendants knew or ought to have known that their actions would injure the Plaintiff and Class Members.

743. The conduct of the Denso Defendants and the Mitsuba Defendants in furtherance of the Conspiracy was unlawful and inequitable. The increased revenues that the Denso Defendants and the Mitsuba Defendants realized as a consequence of artificially inflating the prices of Windshield Washer Systems are ill-gotten profits.

744. Pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34, the Plaintiff and Class Members are entitled to recover from the Denso Defendants and the Mitsuba Defendants an amount equal to the loss or damage suffered by them, together with any additional amount that the Court may allow.

745. The Plaintiff and Class Members are also entitled to damages at common law or, alternatively, to restitutionary damages.

746. Each of the Denso Defendants and the Mitsuba Defendants is jointly and severally liable for the actions of each of the other Denso Defendants, the Mitsuba Defendants and their co-conspirators and for the damages allocated to each Defendant.

y. The Windshield Wiper Systems Market

747. "Windshield Wiper Systems", whether sold together as a unit or separately, include one or more of the following: the motor, linkage, arm and blade necessary to clear water or snow from vehicle windows.

748. Windshield Wiper Systems are installed by OEMs in new cars as part of the automotive manufacturing process. They are also installed by OEMs in cars to replace worn out, defective or damaged Windshield Wiper Systems.

749. The Denso Defendants and the Mitsuba Defendants manufacture, market, and/or sell Windshield Wiper Systems.

750. In response to RFQs for Windshield Wiper Systems, the Denso Defendants and the Mitsuba Defendants submitted price quotes to various OEMs and Tier I Manufacturers. In response to their submitted quotes, the Denso Defendants and the Mitsuba Defendants or some of them were awarded certain supply contracts.

751. Pursuant to these supply contracts, the Denso Defendants and the Mitsuba Defendants manufactured Windshield Wiper Systems in Canada, the United States, Japan and elsewhere and then supplied the Windshield Wiper Systems to various OEMs and Tier I Manufacturers for installation in vehicles 1) manufactured and sold in Canada, 2) manufactured and sold in the United States, 3) manufactured and sold elsewhere, 4) manufactured in Canada and then exported to and sold elsewhere, 5) manufactured in the United States or elsewhere and then imported to and sold in Canada, and/or 6) as replacement parts.

752. The affected OEMs included, but were not limited to Chrysler, Honda, Nissan, Toyota Subaru, Kia and Hyundai.

753. The identities of all affected OEMs and Tier I Manufacturers who entered into supply contracts with the Denso Defendants, the Mitsuba Defendants and their co-conspirators are currently unknown to the Plaintiff.

The Conspiracy

754. The Denso Defendants and the Mitsuba Defendants voluntarily colluded with each other and with other co-conspirators to use unlawful means to injure the economic interests of 1) OEMs and/or Tier I Manufacturers, and 2) indirect purchasers of the Windshield Wiper Systems.

755. Beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Denso Defendants, the Mitsuba Defendants and their co-conspirators knowingly entered into one or more continuing agreement(s), understanding(s) and concert(s) of action to 1) increase or maintain the prices of Windshield Wiper Systems, and/or 2) suppress and eliminate competition with respect to the manufacture, marketing, sale and/or distribution of Windshield Wiper Systems (collectively the "Windshield Wiper Systems Agreement"), and to conceal their Windshield Wiper Systems Agreement from OEMs, Tier I Manufacturers and industry stakeholders.

756. The substantial terms of the Windshield Wiper Systems Agreement included: 1) fixing, maintaining, increasing or controlling the price for the supply of Windshield Wiper Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) allocating sales, territories, customers or markets for the production or supply of Windshield Wiper Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 3) fixing, maintaining, controlling, preventing, lessening or eliminating the production or supply of Windshield Wiper Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 4) engaging in bid-rigging with respect to quotes for the supply of Windshield Wiper Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere.

757. With respect to the Conspiracy, "price" includes any discount, rebate, allowance, price concession or other advantage in relation to the supply of the Windshield Wiper Systems.

758. Bid-rigging, with respect to the Conspiracy, means

1) an agreement or arrangement between or among the Denso Defendants, the Mitsuba Defendants and their co-conspirators whereby one or more of those

persons agreed or undertook not to submit a bid or tender in response to a call or request for bids or tenders, or agreed or undertook to withdraw a bid or tender submitted in response to such a call or request, or

2) the submission, in response to a call or request for bids or tenders, of bids or tenders were arrived at by the agreement or arrangement between or among the Denso Defendants, the Mitsuba Defendants and their co-conspirators

where the agreement or arrangement was not made known to OEMs and/or Tier I Manufacturers calling for or requesting the bids or tenders for Windshield Wiper Systems at or before the time when any bid or tender was submitted or withdrawn by the Denso Defendants, the Mitsuba Defendants and/or their co-conspirators.

759. For the purpose of carrying out the Conspiracy, the Denso Defendants, the Mitsuba Defendants and their co-conspirators engaged in conduct that included, among other things:

a. participating in meetings, conversations and other communications to discuss the bids and price quotations to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

b. participating in meetings, conversations and other communications to discuss the allocation among the companies of certain sales, territories, customers or markets for the production or supply of Windshield Wiper Systems;

c. agreeing, during those meetings, conversations and communications on bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, agreeing that one or more of the companies not submit bids in response to RFQs or that one or more companies withdraw bids submitted in response to RFQs;

d. agreeing, during those meetings, conversations and communications to fix, maintain, increase or control the price (including ARPs) for the supply of Windshield Wiper Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

e. agreeing, during those meetings, conversations and communications to allocate among the companies certain sales, territories, customers or markets for the

production or supply of Windshield Wiper Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

f. agreeing, during those meetings, conversations and communications to fix, maintain, control, prevent, lessen or eliminate the production or supply of Windshield Wiper Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

g. in order to effectuate the Windshield Wiper Systems Agreement, exchanging information on: 1) bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) the allocation of certain sales, territories, customers or markets for the production or supply of Windshield Wiper Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 3) the production and supply of Windshield Wiper Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

h. in accordance with the Windshield Wiper Systems Agreement, submitting bids and price quotations (including ARPs) to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, declining to submit bids in response to RFQs or withdrawing bids submitted in response to RFQs;

i. in accordance with the Windshield Wiper Systems Agreement, fixing, maintaining, increasing and/or controlling the price (including ARPs) for the supply of Windshield Wiper Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

j. in accordance with the Windshield Wiper Systems Agreement, allocating among the companies certain sales, territories, customers and/or markets for the production or supply of Windshield Wiper Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

k. in accordance with the Windshield Wiper Systems Agreement, fixing, maintaining, controlling, preventing, lessening and/or eliminating the production and/or supply of Windshield Wiper Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

l. selling Windshield Wiper Systems to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices;

m. accepting payment for Windshield Wiper Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices which resulted in increased revenues for the Denso Defendants, the Mitsuba Defendants and their co-conspirators;

n. Engaging in meetings, conversations and other communications for the purpose of monitoring and enforcing adherence to the agreed upon bid-rigging and price fixing scheme; and

o. Employing measures to keep their conduct secret, including but not limited to using code names and meeting at remote locations.

The Plaintiff and Class Members Suffered Injury

760. As a direct result of the anticompetitive and unlawful conduct alleged herein, the Plaintiff and Class Members paid artificially inflated prices for Windshield Wiper Systems during the Class Period and have thereby suffered injury.

761. The Denso Defendants' and the Mitsuba Defendants' price-fixing Conspiracy had the following effects, among others:

- Price competition has been restrained or eliminated with respect to Windshield Wiper Systems;
- The prices of Windshield Wiper Systems have been fixed, increased, maintained, or stabilized at artificially inflated levels;
- Direct and indirect purchasers of Windshield Wiper Systems have been deprived of free and open competition; and
- Direct and indirect purchasers of Windshield Wiper Systems in Canada, including in the province of Saskatchewan, the United States, Japan and elsewhere paid artificially inflated prices for the Windshield Wiper Systems.

762. The conduct of the Denso Defendants, the Mitsuba Defendants and their co-conspirators was contrary to Part VI of the *Competition Act*, RSC 1985, c C-34.

763. Each of the Denso Defendants and the Mitsuba Defendants aided, abetted and/or counselled each of the other Denso Defendants and Mitsuba Defendants and their co-

conspirators in the commission of the breaches of Part VI of the *Competition Act*, RSC 1985, c C-34. Each of the Denso Defendants and the Mitsuba Defendants therefore violated sections 21 and 22 of the *Criminal Code*, RSC 1985, c C-46.

764. The conduct of the Denso Defendants, the Mitsuba Defendants and their co-conspirators was also contrary to the competition laws of the United States, Japan and various European nations.

765. Further, for the purpose of giving effect to the Conspiracy and contrary to Part VI of the *Competition Act*, RSC 1985, c C-34, beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Denso Defendants wherever incorporated who carried on business in Canada, implemented, in whole or in part in Canada, a directive, instruction, intimation of policy or other communication to the corporation or any person from a person in a country other than Canada who was in a position to direct or influence the policies of the corporation, which communication was for the purpose of giving effect to a conspiracy, combination, agreement or arrangement entered into outside Canada, whether or not any director or officer of the corporation in Canada had knowledge of the conspiracy, combination, agreement or arrangement.

766. The purpose of the conspiratorial conduct of the Denso Defendants, the Mitsuba Defendants and their co-conspirators was to increase, fix, rig or stabilize the price of Windshield Wiper Systems. As a direct and foreseeable result of the Conspiracy, the prices of 1) Windshield Wiper Systems, and 2) new motor vehicles containing Windshield Wiper Systems were artificially inflated.

767. As a consequence of the increased price of Windshield Wiper Systems, economic losses and damages were incurred by direct purchasers of the Windshield Wiper Systems, including OEMs and Tier I Manufacturers, including in the province of Saskatchewan.

768. Economic losses and damages were also incurred by indirect purchasers of Windshield Wiper Systems, including in the province of Saskatchewan, who 1) purchased and/or leased new vehicles containing Windshield Wiper Systems, and/or 2) purchased replacement Windshield Wiper Systems for their vehicles.

769. The Denso Defendants and the Mitsuba Defendants intended to cause damage to the Plaintiff and Class Members. Alternatively, the Denso Defendants and the Mitsuba

Defendants knew or ought to have known that their actions would injure the Plaintiff and Class Members.

770. The conduct of the Denso Defendants and the Mitsuba Defendants in furtherance of the Conspiracy was unlawful and inequitable. The increased revenues that the Denso Defendants and the Mitsuba Defendants realized as a consequence of artificially inflating the prices of Windshield Wiper Systems are ill-gotten profits.

771. Pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34, the Plaintiff and Class Members are entitled to recover from the Denso Defendants and the Mitsuba Defendants an amount equal to the loss or damage suffered by them, together with any additional amount that the Court may allow.

772. The Plaintiff and Class Members are also entitled to damages at common law or, alternatively, to restitutionary damages.

773. Each of the Denso Defendants and the Mitsuba Defendants is jointly and severally liable for the actions of each of the other Denso Defendants, the Mitsuba Defendants and their co-conspirators and for the damages allocated to each Defendant.

z. The Wire Harness Market

774. "Automotive Wire Harness Systems" are automotive electrical distribution systems used to direct and control electronic components, wiring, and circuit boards in an automotive vehicle. Essentially, Automotive Wire Harness Systems serve as the "central nervous system" of a motor vehicle. Automotive Wire Harness Systems include the following: automotive wire harnesses, speed sensor assemblies, automotive electrical wiring, lead wire assemblies, cable bond, automotive wiring connectors, automotive wiring terminals, electronic control units, fuse boxes, relay boxes, junction blocks, high voltage wiring and power distributors.

775. Automotive electrical wiring is the wiring that runs throughout the vehicle.

776. High voltage wiring is integral to vehicles equipped with hybrid, fuel-cell or electric-powered powertrains.

777. Lead wire assembles connect a wire carrying electrical current from the power source to an electrode holder or a group clamp.

778. Cable bonds are the electrical connection between the armor or sheath of one cable and that of an adjacent cable or across a wire in the armor.

779. Automotive wiring connectors connect various types of wires in an automobile. Wire connectors that carry reduced amps tend to be small, while those connectors that are handling heavy loads tend to be much larger. Automotive wiring connectors can snap, slide, or clip together.

780. Automotive wiring terminals are the ends of a wire that provide a point of connection to external circuits.

781. Electrical control units are embedded modules or systems that control one or more of the electrical systems or sub-systems in a motor vehicle. Motor vehicles are equipped with a large number of electronic control units which operate various automotive functions and exchange large volumes of data with one another.

782. Fuse boxes are modules that hold the fuses for the various electrical circuits, all of which are routed through the fuse box. The primary purpose of an electrical fuse is to help protect components on a circuit from damage in the event of a short circuit or a current spike or overload. Vehicles have several fuses that are necessary to safeguard electrical circuits.

783. Relay boxes are modules that hold the electrical switches that transmit impulses from one component to another, and can be used to connect or break the flow of the current in a circuit. Once a relay is activated it connects an electrical or other data supply to a particular component or accessory.

784. Junction blocks are used as electrical connection points for the distribution power or distribution of a ground wire.

785. Power distributors serve to distribute power at varying levels to various electrical components.

786. Speed sensor wire assemblies are installed on vehicles with Antilock Brake Systems ("ABS"). The speed sensor wire assemblies connect a sensor on each tire to the ABS and carry electrical signals from the sensors to the ABS to instruct it when to engage.

787. The global Automotive Wire Harness Systems market reached US$21.9 billion in 2009, and increased by 32.2% to US $29 billion in 2010.

788. Automotive Wire Harness Systems are installed by OEMs in new cars as part of the automotive manufacturing process. They are also installed by OEMs in cars to replace worn out, defective or damaged Automotive Wire Harness Systems.

789. The Denso Defendants, the Tokai Rika Defendants, the Yazaki Defendants, the Sumitomo Defendants and the Furukawa Defendants manufacture, market, and/or sell Automotive Wire Harness Systems.

790. Yazaki has controlled almost 30% of the global market for Automotive Wire Harness Systems as of 2009. In fact, 77% of Yazaki's sales are from Automotive Wire Harnesses, and 37% of its 2007 sales were in the Western Hemisphere.

791. Sumitomo is the second largest manufacturer of Automotive Wire Harness Systems, and controls 24% of the global market.

792. Furukawa controls almost 4% of the global market for Automotive Wire Harness Systems.

793. In response to RFQs for Automotive Wire Harness Systems, the Denso Defendants, the Tokai Rika Defendants, the Yazaki Defendants, the Sumitomo Defendants and the Furukawa Defendants submitted price quotes to various OEMs and Tier I Manufacturers. In response to their submitted quotes, the Denso Defendants, the Tokai Rika Defendants, the Yazaki Defendants, the Sumitomo Defendants and the Furukawa Defendants or some of them were awarded certain supply contracts.

794. Pursuant to these supply contracts, the Denso Defendants, the Tokai Rika Defendants, the Yazaki Defendants, the Sumitomo Defendants and the Furukawa Defendants manufactured Automotive Wire Harness Systems in Canada, the United States, Japan and elsewhere and then supplied the Automotive Wire Harness Systems to various OEMs and Tier I Manufacturers for installation in vehicles 1) manufactured and sold in Canada, 2) manufactured and sold in the United States, 3) manufactured and sold elsewhere, 4) manufactured in Canada and then exported to and sold elsewhere, 5) manufactured in the United States or elsewhere and then imported to and sold in Canada, and/or 6) as replacement parts.

795. The affected OEMs included, but were not limited to Honda, GM, Toyota and Volvo.

796. The identities of all affected OEMs and Tier I Manufacturers who entered into supply contracts with the Denso Defendants, the Tokai Rika Defendants, the Yazaki Defendants, the Sumitomo Defendants, the Furukawa Defendants and their co-conspirators are currently unknown to the Plaintiff.

The Conspiracy

797. The Denso Defendants, the Tokai Rika Defendants, the Yazaki Defendants, the Sumitomo Defendants and the Furukawa Defendants voluntarily colluded with each other and with other co-conspirators to use unlawful means to injure the economic interests of 1) OEMs and/or Tier I Manufacturers, and 2) indirect purchasers of the Automotive Wire Harness Systems.

798. Beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Denso Defendants and their co-conspirators knowingly entered into one or more continuing agreement(s), understanding(s) and concert(s) of action to 1) increase or maintain the prices of Automotive Wire Harness Systems, and/or 2) suppress and eliminate competition with respect to the manufacture, marketing, sale and/or distribution of Automotive Wire Harness Systems (collectively the "Automotive Wire Harness Systems Agreement"), and to conceal the Automotive Wire Harness Systems Agreement from OEMs, Tier I Manufacturers and industry stakeholders.

799. The substantial terms of the Automotive Wire Harness Systems Agreement included: 1) fixing, maintaining, increasing or controlling the price for the supply of Automotive Wire Harness Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) allocating sales, territories, customers or markets for the production or supply of Automotive Wire Harness Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 3) fixing, maintaining, controlling, preventing, lessening or eliminating the production or supply of Automotive Wire Harness Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 4) engaging in bid-rigging with respect to quotes for the supply of Automotive Wire Harness Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere.

800. With respect to the Conspiracy, "price" includes any discount, rebate, allowance, price concession or other advantage in relation to the supply of the Automotive Wire Harness Systems.

801. Bid-rigging, with respect to the Conspiracy, means

1) an agreement or arrangement between or among the Denso Defendants, the Tokai Rika Defendants, the Yazaki Defendants, the Sumitomo Defendants, the

Furukawa Defendants and their co-conspirators whereby one or more of those persons agreed or undertook not to submit a bid or tender in response to a call or request for bids or tenders, or agreed or undertook to withdraw a bid or tender submitted in response to such a call or request, or

2) the submission, in response to a call or request for bids or tenders, of bids or tenders were arrived at by the agreement or arrangement between or among the Denso Defendants, the Tokai Rika Defendants, the Yazaki Defendants, the Sumitomo Defendants, the Furukawa Defendants and their co-conspirators

where the agreement or arrangement was not made known to OEMs and/or Tier I Manufacturers calling for or requesting the bids or tenders for Automotive Wire Harness Systems at or before the time when any bid or tender was submitted or withdrawn by the Denso Defendants, the Tokai Rika Defendants, the Yazaki Defendants, the Sumitomo Defendants, the Furukawa Defendants and/or their co-conspirators.

802. For the purpose of carrying out the Conspiracy, the Denso Defendants, the Tokai Rika Defendants, the Yazaki Defendants, the Sumitomo Defendants, the Furukawa Defendants and their co-conspirators engaged in conduct that included, among other things:

a. participating in meetings, conversations and other communications to discuss the bids and price quotations to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

b. participating in meetings, conversations and other communications to discuss the allocation among the companies of certain sales, territories, customers or markets for the production or supply of Automotive Wire Harness Systems;

c. agreeing, during those meetings, conversations and communications on bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, agreeing that one or more of the companies not submit bids in response to RFQs or that one or more companies withdraw bids submitted in response to RFQs;

d. agreeing, during those meetings, conversations and communications to fix, maintain, increase or control the price (including ARPs) for the supply of

Automotive Wire Harness Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

e. agreeing, during those meetings, conversations and communications to allocate among the companies certain sales, territories, customers or markets for the production or supply of Automotive Wire Harness Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

f. agreeing, during those meetings, conversations and communications to fix, maintain, control, prevent, lessen or eliminate the production or supply of Automotive Wire Harness Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

g. in order to effectuate the Automotive Wire Harness Systems Agreement, exchanging information on: 1) bids and price quotations (including ARPs) to be submitted to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, 2) the allocation of certain sales, territories, customers or markets for the production or supply of Automotive Wire Harness Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere, and/or 3) the production and supply of Automotive Wire Harness Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

h. in accordance with the Automotive Wire Harness Systems Agreement, submitting bids and price quotations (including ARPs) to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere or, alternatively, declining to submit bids in response to RFQs or withdrawing bids submitted in response to RFQs;

i. in accordance with the Automotive Wire Harness Systems Agreement, fixing, maintaining, increasing and/or controlling the price (including ARPs) for the supply of Automotive Wire Harness Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

j. in accordance with the Automotive Wire Harness Systems Agreement, allocating among the companies certain sales, territories, customers and/or markets for the production or supply of Automotive Wire Harness Systems sold

to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

k. in accordance with the Automotive Wire Harness Systems Agreement, fixing, maintaining, controlling, preventing, lessening and/or eliminating the production and/or supply of Automotive Wire Harness Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere;

l. selling Automotive Wire Harness Systems to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices;

m. accepting payment for Automotive Wire Harness Systems sold to OEMs and/or Tier I Manufacturers in Canada, the United States, Japan and elsewhere at collusive and non-competitive prices which resulted in increased revenues for the Denso Defendants, the Tokai Rika Defendants, the Yazaki Defendants, the Sumitomo Defendants, the Furukawa Defendants and their co-conspirators;

n. Engaging in meetings, conversations and other communications for the purpose of monitoring and enforcing adherence to the agreed upon bid-rigging and price fixing scheme; and

o. Employing measures to keep their conduct secret, including but not limited to using code names and meeting at remote locations.

The Plaintiff and Class Members Suffered Injury

803. As a direct result of the anticompetitive and unlawful conduct alleged herein, the Plaintiff and Class Members paid artificially inflated prices for Automotive Wire Harness Systems during the Class Period and have thereby suffered injury.

804. The Denso Defendants', the Tokai Rika Defendants', the Yazaki Defendants', the Sumitomo Defendants' and the Furukawa Defendants' price-fixing Conspiracy had the following effects, among others:

- Price competition has been restrained or eliminated with respect to Automotive Wire Harness Systems;
- The prices of Automotive Wire Harness Systems have been fixed, increased, maintained, or stabilized at artificially inflated levels;
- Direct and indirect purchasers of Automotive Wire Harness Systems have been

deprived of free and open competition; and

- Direct and indirect purchasers of Automotive Wire Harness Systems in Canada, including in the province of Saskatchewan, the United States, Japan and elsewhere paid artificially inflated prices for the Automotive Wire Harness Systems.

805. The conduct of the Denso Defendants, the Tokai Rika Defendants, the Yazaki Defendants, the Sumitomo Defendants, the Furukawa Defendants and their co-conspirators was contrary to Part VI of the *Competition Act*, RSC 1985, c C-34.

806. Each of the Denso Defendants, the Tokai Rika Defendants, the Yazaki Defendants, the Sumitomo Defendants and the Furukawa Defendants aided, abetted and/or counselled each of the other Denso Defendants, Tokai Rika Defendants, Yazaki Defendants, Sumitomo Defendants and Furukawa Defendants and their co-conspirators in the commission of the breaches of Part VI of the *Competition Act*, RSC 1985, c C-34. Each of the Denso Defendants, the Tokai Rika Defendants, the Yazaki Defendants, the Sumitomo Defendants and the Furukawa Defendants therefore violated sections 21 and 22 of the *Criminal Code*, RSC 1985, c C-46.

807. The conduct of the Denso Defendants, the Tokai Rika Defendants, the Yazaki Defendants, the Sumitomo Defendants, the Furukawa Defendants and their co-conspirators was also contrary to the competition laws of the United States, Japan and various European nations.

808. Further, for the purpose of giving effect to the Conspiracy and contrary to Part VI of the *Competition Act*, RSC 1985, c C-34, beginning at least as early as January 2000 and continuing until at least February 2010, the exact dates being unknown to the Plaintiff, the Denso Defendants wherever incorporated who carried on business in Canada, implemented, in whole or in part in Canada, a directive, instruction, intimation of policy or other communication to the corporation or any person from a person in a country other than Canada who was in a position to direct or influence the policies of the corporation, which communication was for the purpose of giving effect to a conspiracy, combination, agreement or arrangement entered into outside Canada, whether or not any director or officer of the corporation in Canada had knowledge of the conspiracy, combination, agreement or arrangement.

809. The purpose of the conspiratorial conduct of the Denso Defendants, the Tokai Rika Defendants, the Yazaki Defendants, the Sumitomo Defendants, the Furukawa Defendants and their co-conspirators was to increase, fix, rig or stabilize the price of Automotive Wire Harness Systems. As a direct and foreseeable result of the Conspiracy, the prices of 1) Automotive Wire Harness Systems, and 2) new motor vehicles containing Automotive Wire Harness Systems were artificially inflated.

810. As a consequence of the increased price of Automotive Wire Harness Systems, economic losses and damages were incurred by direct purchasers of the Automotive Wire Harness Systems, including OEMs and Tier I Manufacturers, including in the province of Saskatchewan.

811. Economic losses and damages were also incurred by indirect purchasers of Automotive Wire Harness Systems, including in the province of Saskatchewan, who 1) purchased and/or leased new vehicles containing Automotive Wire Harness Systems, and/or 2) purchased replacement Automotive Wire Harness Systems for their vehicles.

812. The Denso Defendants, the Tokai Rika Defendants, the Yazaki Defendants, the Sumitomo Defendants and the Furukawa Defendants intended to cause damage to the Plaintiff and Class Members. Alternatively, the Denso Defendants, the Tokai Rika Defendants, the Yazaki Defendants, the Sumitomo Defendants and the Furukawa Defendants knew or ought to have known that their actions would injure the Plaintiff and Class Members.

813. The conduct of the Denso Defendants, the Tokai Rika Defendants, the Yazaki Defendants, the Sumitomo Defendants and the Furukawa Defendants in furtherance of the Conspiracy was unlawful and inequitable. The increased revenues that the Denso Defendants, the Tokai Rika Defendants, the Yazaki Defendants, the Sumitomo Defendants and the Furukawa Defendants realized as a consequence of artificially inflating the prices of Automotive Wire Harness Systems are ill-gotten profits.

814. Pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34, the Plaintiff and Class Members are entitled to recover from the Denso Defendants, the Tokai Rika Defendants, the Yazaki Defendants, the Sumitomo Defendants and the Furukawa Defendants an amount equal to the loss or damage suffered by them, together with any additional amount that the Court may allow.

815. The Plaintiff and Class Members are also entitled to damages at common law or, alternatively, to restitutionary damages.

816. Each of the Denso Defendants, the Tokai Rika Defendants, the Yazaki Defendants, the Sumitomo Defendants and the Furukawa Defendants is jointly and severally liable for the actions of each of the other Denso Defendants, the Tokai Rika Defendants, the Yazaki Defendants, the Sumitomo Defendants, the Furukawa Defendants and their co-conspirators and for the damages allocated to each Defendant.

E. Discoverability/ Concealment

817. The Defendants' Conspiracy, and the manner in which the Conspiracy was carried out and willfully concealed by the Defendants, amounted to concealment of the within causes of action by the Defendants.

818. The concealment included the Defendants' failure to inform OEMs, Tier I Manufacturers and indirect purchasers of the Automotive Parts about the existence of the Conspiracy and the artificially inflated prices of the Automotive Parts.

819. The Defendants willfully concealed from the Plaintiff and Class Members the fact that they had sustained injury, loss or damage as a consequence of the Defendants' conduct in carrying out the Conspiracy.

820. The Plaintiff could not reasonably have known that

a. she sustained injury, loss or damage as a consequence of the Conspiracy; or
b. having regard to the nature of her injuries, losses or damages, a court proceeding would be an appropriate means to seek to remedy the injuries, losses or damages

until, at the earliest, on or about August 20, 2014 when the Bureau posted on its website notice that Denso Corporation had pled guilty to – and had been fined for - rigging bids for the supply of Electronic Control Units sold to automotive manufacturers contrary to the *Competition Act*, RSC 1985 c C-34.

F. Statutes

821. The Plaintiff pleads and relies on *The Class Actions Act*, SS 2001, c C-12.01, the *Competition Act*, RSC 1985, c C-34, *The Consumer Protection and Business Practices Act*, SS 2014, c C-30.2, *The Court Jurisdiction and Proceedings Transfer Act*, SS 1997, c C-

41.1, ss. 9(f), (g) and (h), *The Limitations Act*, SS 2004, c L-16.1, *The Queen's Bench Act*, SS 1998, c Q-1.01, the *Criminal Code*, RSC 1985, c C-46 and the common law generally, including civil conspiracy, unlawful interference with economic interests, unjust enrichment and waiver of tort.

G. Breaches of Part VI of the *Competition Act*

822. The conduct of the Defendants was contrary to Part VI of the *Competition Act*, RSC 1985, c C-34.

823. Pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34, the Plaintiff and Class Members are entitled to recover from the Defendants an amount equal to the loss or damage suffered by them, together with any additional amount that the Court may allow.

H. Civil Conspiracy

824. The Defendants – all of whom were competitors with respect to the Automotive Parts – entered into one or more continuing agreement(s) with each other and with other co-conspirators to 1) increase or maintain the prices of the various Automotive Parts outlined in this claim, and/or 2) suppress and eliminate competition with respect to the manufacture, marketing, sale and/or distribution of the Automotive Parts outlined in this claim, and to conceal their agreement(s) from the Plaintiff and Class Members.

825. Pursuant to the agreement(s), the Defendants: 1) fixed, maintained, increased and/or controlled the price for the supply of various Automotive Parts sold to direct and indirect purchasers in Canada, the United States, Japan and elsewhere; 2) allocated sales, territories, customers or markets for the production and/or supply of various Automotive Parts sold to direct and indirect purchasers in Canada, the United States, Japan and elsewhere; 3) fixed, maintained, controlled, prevented, lessened and/or eliminated the production or supply of various Automotive Parts sold to direct and indirect purchasers in Canada, the United States, Japan and elsewhere; and/or 4) engaged in bid-rigging with respect to quotes for the supply of various Automotive Parts sold to direct and indirect purchasers in Canada, the United States, Japan and elsewhere.

826. The Defendants intended to cause damage to the Plaintiff and Class Members. Alternatively, the conduct of the Defendants was unlawful, and the Defendants knew or ought to have known that their actions would injure the Plaintiff and Class Members.

827. The Plaintiff and Class Members suffered loss and damage as a consequence of the agreement(s) and the concerted action of the Defendants taken pursuant to the agreement(s).

828. The Plaintiff and Class Members should be compensated for their losses.

I. Unlawful Interference with Economic Interests

829. The Defendants intended to cause loss to the Plaintiff and Class Members as a means of achieving their goal of self-enrichment.

830. The Defendants used illegal or unlawful means to interfere with the economic interests of the Plaintiff and Class Members, including tortious acts, breaches of the *Competition Act*, RSC 1985, c C-34, breaches of the *Criminal Code*, RSC 1985, c C-46, and breaches of competition laws in the United States, Japan and various European nations.

831. The artificial overcharge by the Defendants for the Automotive Parts caused economic loss to the Plaintiff and Class Members.

832. The Plaintiff and Class Members should be compensated for their losses.

J. The *Consumer Protection and Business Practices Act*

833. In relation to indirect purchasers who

1) purchased or leased in Saskatchewan, for personal or family purposes, vehicles containing one or more of the Automotive Parts outlined in this claim, or

2) purchased in Saskatchewan, for personal or family purposes, one or more of the Automotive Parts outlined in this claim for replacement purposes

the conduct of the Defendants was in breach of *The Consumer Protection and Business Practices Act*, SS 2014, c C-30.2.

834. With respect to the transactions in which the Defendants' sold and supplied the Automotive Parts to the Plaintiff and Class Members, primarily for personal or family use by the Plaintiff and by other Class Members, the Plaintiff and Class Members were "consumers" within the meaning of *The Consumer Protection and Business Practices Act*, SS 2014, c C-30.2, the Defendants were each "suppliers" within the meaning of *The Consumer Protection and Business Practices Act*, SS 2014, c C-30.2 and the various Automotive Parts were each "goods" within the meaning of *The Consumer Protection and Business Practices Act*, SS 2014, c C-30.2.

835. The Plaintiff and Class Members were reasonably deceived or misled by the Defendants' conduct with respect to the fair market price of the Automotive Parts and/or new or leased vehicles containing the Automotive Parts. The Defendants' conduct constituted unfair practices within the meaning of s.6 of *The Consumer Protection and Business Practices Act*, SS 2014, c C-30.2 and contrary to s. 8 of *The Consumer Protection and Business Practices Act*, SS 2014, c C-30.2.

836. As a result of the Defendants' unfair practices – which resulted in unlawful overcharges for the Automotive Parts – the Plaintiff and other Class Members have suffered losses and damages. The Plaintiff and other Class Members paid an amount for the Automotive Parts and/or new or leased vehicles containing the Automotive Parts which exceeded the products' true market value. The Plaintiff seeks restitution or damages pursuant to s. 93 of *The Consumer Protection and Business Practices Act*, SS 2014, c C-30.2 on her own behalf and on behalf of other Class Members. The Plaintiff also seeks exemplary and punitive damages against the Defendants pursuant to s. 93 of *The Consumer Protection and Business Practices Act*, SS 2014, c C-30.2 on her own behalf and on behalf of other Class Members.

837. It is not necessary for the Plaintiff and other Class Members to establish reliance on the Defendants' deceptive acts or practices in order to establish a breach of *The Consumer Protection and Business Practices Act*, SS 2014, c C-30.2 and a remedy for that breach. In the alternative, if reliance is required to establish a statutory breach and/or remedy, such reliance may be assumed or inferred on the facts of this case. In the further alternative, there was actual reliance by the Plaintiff and other Class Members on the Defendants' deceptive acts and practices.

K. Unjust Enrichment

838. The Defendants were enriched by the artificially inflated prices of the Automotive Parts caused by the Conspiracy. These artificially inflated prices resulted in increased revenues for the Defendants.

839. The Plaintiff and Class Members suffered a corresponding deprivation as a consequence of the inflated prices of the Automotive Parts, namely: paying more for the Automotive Parts and vehicles containing the Automotive Parts than they would have in the absence of the Conspiracy.

840. There was no juristic reason or justification for the enrichment of the Defendants; conversely, the conduct of the Defendants was unlawful.

841. Restitution should be paid to the Plaintiff and Class Members.

L. Waiver of Tort

842. The conduct of the Defendants in furtherance of the Conspiracy was unlawful and inequitable. The increased revenues that the Defendants realized as a consequence of artificially inflating the prices of the Automotive Parts are ill-gotten profits.

843. The Defendants should be compelled to disgorge the profits of their wrongdoing.

844. Restitution should be paid to the Plaintiff and Class Members.

M. Causation and Damages

845. As a consequence of the Conspiracy, the Plaintiff and Class Members suffered economic losses and damages. These losses were the direct result of the unlawful conduct of the Defendants, which had the effect of eliminating competition with respect to the Automotive Parts. This lack of competition caused the Plaintiff and Class Members to pay artificially inflated prices for the Automotive Parts and/or new vehicles containing the Automotive Parts and/or leased vehicles containing the Automotive Parts.

846. Such losses and damages were foreseeable by the Defendants, all of whom intended to injure the economic interests of the Plaintiff and Class Members.

N. Punitive Damages

847. A punitive damage award in this case is necessary to express society's condemnation of the conduct engaged in by the Defendants and to achieve the goals of both specific and general deterrence.

848. The Defendants intentionally engaged in unlawful conduct for their personal financial gain. The conduct of the Defendants was planned and deliberate. It lasted for several years. The Defendants profited from their misconduct. Their conduct was high-handed and represented a marked departure from ordinary standards of decent behaviour.

849. Compensatory damages are insufficient in this case. The conduct of the Defendants merits punishment and warrants a claim for punitive damages.

O. Jurisdiction

850. The Plaintiff relies on ss. 3, 4, 6, 9(f), 9(g) and 9(h) of *The Court Jurisdiction and Proceedings Transfer Act*, SS 1997, c. C-41.1.

851. The Defendants or some of them are ordinarily resident in Saskatchewan within the meaning of section 6 and for the purpose of section 4 of *The Court Jurisdiction and Proceedings Transfer Act*, SS 1997, c. C-41.1 for the following reasons:

(a) The Defendants or some of them are required by law to have a registered office in Saskatchewan; or

(b) The Defendants or some of them have a place of business in Saskatchewan or a location in Saskatchewan for the purposes of conducting their business activities.

852. There is a real and substantial connection between Saskatchewan and the facts on which this proceeding is based within the meaning of section 4 of *The Court Jurisdiction and Proceedings Transfer Act*, SS 1997, c. C-41.1. Particulars of this real and substantial connection include, but are not limited to:

(a) this proceeding concerns restitutionary obligations that, to a substantial extent, arose in Saskatchewan;

(b) the proceeding is brought for a tort committed in Saskatchewan; and

(c) the proceeding concerns a business carried on in Saskatchewan.

RELIEF SOUGHT

853. The Plaintiff claims, on her own behalf and on behalf of a class of similarly situated persons:

(a) an order certifying this proceeding as a class action and appointing her as a representative plaintiff under *The Class Actions Act*, SS 2001, c. C-12.01;

(b) general damages and special damages for civil conspiracy and unlawful interference with economic interests;

(c) statutory damages pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34 for losses and damages suffered as a result of conduct that is contrary to Part VI of the *Competition Act*, RSC 1985, c C-34;

(d) restitution or statutory damages under *The Consumer Protection and Business Practices Act*, SS 2014, c C-30.2;

(e) restitutionary damages for unjust enrichment and waiver of tort;

(f) punitive damages;

(g) pre-judgment and post-judgment interest;

(h) investigative costs and the costs of this proceeding on a full-indemnity basis pursuant to section 36 of the *Competition Act*, RSC 1985, c C-34;

(i) costs;

(j) the cost of providing appropriate notice to class members and administering this proposed class action for their benefit; and

(k) such further and other relief this Honourable Court deems just.

Dated at the City of Saskatoon, in the Province of Saskatchewan, this 5th day of April, 2016.

Scharfstein Gibbings Walen Fisher LLP

Per: Robert J. Gibbings, Q.C.
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