SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY

NOV 24 2016

ENTERED

No. S071569
Vancouver Registry

In the Supreme Court of British Columbia

Between:

Kristopher Gruber

Plaintiff

and:

LG Display Co., Ltd. fka LG Philips LCD Co., Ltd., LG Display America, Inc. fka LG Philips LCD America, Inc., Samsung Electronics Co. Ltd., Samsung Electronics Canada Inc., Hitachi Ltd., Hitachi Displays, Ltd., Hitachi Canada, Ltd., Hitachi America Ltd., Hitachi Electronics Devices (USA), Inc., Epson Imaging Devices Corporation fka Sanyo Epson Imaging Devices Corporation, Sharp Corporation, Sharp Electronics Corporation, Sharp Electronics of Canada Ltd., Toshiba Corporation, Toshiba Matsushita Display Technology Co., Ltd., Toshiba America Inc., Toshiba of Canada Limited, AU Optronics Corp., AU Optronics Corporation America, Chi Mei Optoelectronics Corporation, Chi Mei Corporation, Nexgen Mediatech, Inc., Nexgen Mediatech USA, Inc., Chi Mei Optoelectronics Japan Co., Ltd. fka International Display Technology Co., Ltd., Chi Mei Optoelectronics USA, Inc. fka International Display Technology USA Inc., Chunghwa Picture Tubes, Ltd. and HannStar Display Corporation

Defendants

BROUGHT UNDER THE *CLASS PROCEEDINGS ACT*, R.S.B.C. 1996, c. 50

ORDER MADE AFTER APPLICATION
TOSHIBA SETTLEMENT APPROVAL

☐ BEFORE THE HONOURABLE MR. JUSTICE MYERS) 28/NOV/2016

ON THE APPLICATION of plaintiffs without a hearing and on reading the materials filed by Reidar Mogerman for the plaintiffs;

THIS COURT ORDERS that:

1. In addition to the definitions used elsewhere in this Order, for the purposes of this Order, the definitions set out in the settlement agreement entered into with TOSHIBA CORPORATION, on behalf of itself and Toshiba Mobile Display Co., Ltd. (formerly known as Toshiba Matsushita Display Technology Co. Ltd. and subsequently known as Japan Display Central Inc. and now part of Japan Display Inc.), TOSHIBA AMERICA INC., and TOSHIBA OF CANADA LIMITED (the "Settling Defendants") dated May 12, 2016 (the "Settlement Agreement") and attached as **Schedule "A"**, apply to and are incorporated into this Order.

2. The Settlement Agreement is fair, reasonable and in the best interests of the BC Settlement Class.

3. The Settlement Agreement is hereby approved pursuant to 35 of the *Class Proceedings Act,* R.S.B.C. 1996, c. 50 and shall be implemented and enforced in accordance with its terms.

4. This Order, including the Settlement Agreement, is binding upon each BC Settlement Class Member who has not validly opted-out of this action including those persons who are minors or mentally incapable and the requirements of Rule 20-2 of the British Columbia *Supreme Court Civil Rules* are dispensed with in respect of the BC Action.

5. Upon the Effective Date, each Ontario Settlement Class Member shall consent and shall be deemed to have consented to the dismissal as against the Releasees of any Other Actions he, she or it has commenced, without costs and with prejudice.

6. Upon the Effective Date, each Other Action commenced in British Columbia by any BC Settlement Class Member shall be and is hereby dismissed against the Releasees, without costs and with prejudice.

7. Upon the Effective Date, subject to paragraph 9, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.

8. Upon the Effective Date, each Releasor shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any proceeding, cause of action, claim or demand against any Releasee or any other Person who may claim contribution or indemnity, or other claims over relief, from any Releasee, whether pursuant to the *Negligence Act*, RSBC 1996, c. 333 or other legislation or at common law or equity in respect of any Released Claim, except for the continuation of the Proceedings against the Non-Settling Defendants or named or unnamed co-conspirators that are not Releasees or, if the Proceedings are not certified or authorized with respect to the Non-Settling Defendants, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendant or named or unnamed co-conspirator that is not a Releasee.

9. The use of the terms "Releasors" and "Released Claims" in this Order does not constitute a release of claims by BC Settlement Class Members. Instead, each BC Settlement Class Member is deemed to covenant and undertake not to make any claim in any way nor to threaten, commence, or continue any proceeding in any jurisdiction against the Releasee in respect of or in relation to the Released Claims.

10. Upon the Effective Date, each BC Settlement Class Member covenants and undertakes not to make any claim in any way nor to threaten, commence, participate in or continue any proceeding in any jurisdiction against the Hitachi Releasees in respect of or in relation to the Released Claims.

11. All claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Proceedings or otherwise, by any Non-Settling Defendant, by any named or unnamed co-conspirator that is not a Releasee or by any other Person or party, against a Releasee, or by a Releasee against any Non-Settling Defendant, any named or unnamed co-conspirator that is not a Releasee or any other Person or party, are barred, prohibited and enjoined in accordance with the terms of this Order (unless such claim is made in respect of a claim by a Person who has validly opted out of the Proceedings);

12. If this Court ultimately determines that a claim for contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise is a legally recognized claim:

(a) the BC Plaintiffs and the BC Settlement Class Members shall not be entitled to claim or recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee that portion of any damages (including punitive damages, if any) restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to s. 36 of the *Competition Act*) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;

(b) the BC Plaintiffs and the BC Settlement Class Members shall limit their claims against the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to include, and shall only seek to recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, those claims for damages (including punitive damages, if any) restitutionary award, disgorgement of profits, costs and interest attributable to the aggregate of the several liability of the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to the BC Plaintiffs and the BC Settlement Class Members, if any, and, for greater certainty, the BC Settlement Class Members shall be entitled to claim and seek to recover on a joint and several basis as between the Non-Settling Defendants

and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, if permitted by law; and

(c) this Court shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the BC Action, whether or not the Releasees remain in the BC Action or appear at the trial or other disposition, and the Proportionate Liability of the Releasees shall be determined as if the Releasees are parties to the BC Action and any determination by this Court in respect of the Proportionate Liability of the Releasees shall only apply in the BC Action and shall not be binding on the Releasees in any other proceeding.

13. Nothing in this Order is intended to or shall limit, restrict or affect any arguments which the Non-Settling Defendants may make regarding the reduction of any assessment of damages, restitutionary award, disgorgement of profits or judgment against them in favour of the BC Settlement Class Members in the BC Action or the rights of the BC Plaintiffs and the BC Settlement Class Members to oppose or resist such arguments, except as provided for in this Order.

14. A Non-Settling Defendant may, on application to this Court determined as if the Settling Defendants remained parties to the BC Action and on at least ten (10) days' notice to Counsel for the Settling Defendants, and not to be brought unless and until the BC Action against the Non-Settling Defendants has been certified and all appeals or times to appeal have been exhausted, seek orders for the following:

(a) documentary discovery and an affidavit of documents from the Settling Defendants in accordance with the British Columbia *Supreme Court Civil Rules*;

(b) oral discovery of a representative of the Settling Defendants, the transcript of which may be read in at trial;

(c) leave to serve a request to admit on the Settling Defendants in respect of factual matters; and/or

(d) the production of a representative of the Settling Defendants to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.

15. The Settling Defendants retains all rights to oppose such application(s) brought under paragraph 14. Moreover, nothing herein restricts the Settling Defendants from seeking a protective order to maintain confidentiality and protection of proprietary information in respect of documents to be produced and/or for information obtained from discovery in accordance with paragraph 14. Notwithstanding any provision in this Order, on any application brought pursuant to paragraph 14, the Court may make such orders as to costs and other terms as it considers appropriate.

16. A Non-Settling Defendant may effect service of the application(s) referred to in paragraph 14 above by service on Counsel for the Settling Defendants.

17. For purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Settling Defendants attorns to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order.

18. Except as provided herein, this Order does not affect any claims or causes of action that any BC Settlement Class Member has or may have in the BC Action against the Non-Settling Defendants or named or unnamed co-conspirators who are not Releasees.

19. No Releasee shall have any responsibility or liability whatsoever relating to the administration of the Settlement Agreement; to administration, investment, or distribution of the Trust Account; or to the Distribution Protocol.

20. Ontario Counsel shall hold the Settlement Amount, plus any accrued interest, in trust for the benefit of the Settlement Classes pending further orders of the Courts.

21. Any documents provided by the Settling Defendants to the Plaintiff pursuant to the Settlement Agreement may be designated "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" by the Settling Defendants (or may have already been so designated in the U.S. Litigation). In connection with this action, including but not limited to discovery, the Plaintiff, Class Counsel and the Defendants shall treat any documents designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" in a manner consistent with the Stipulated Protective Order granted in the U.S. Litigation and attached as Schedule "D" to the Settlement Agreement. Notwithstanding the foregoing, the Plaintiff, Class Counsel and the Defendants are not required to treat any publicly available documents in a manner consistent with the Stipulated Protective Order granted in the U.S. Litigation.

22. The approval of the Settlement Agreement is contingent upon approval by the Ontario Court and the Quebec Court, and the terms of this Order shall not be effective unless and until the Settlement Agreement is approved by the Ontario Court and the Quebec Court, the Ontario Action has been dismissed with prejudice and without costs by the Ontario Court and the Quebec Action has been declared settled without costs and without reservation as against the Settling Defendants by the Quebec Court. If such orders are not secured in Quebec and Ontario, this Order shall be null and void and without prejudice to the rights of the parties to proceed with this action and any agreement between the parties incorporated in this Order shall be deemed in any subsequent proceedings to have been made without prejudice.

23. This Order shall be declared null and void on subsequent motion made on notice in the event that the Settlement Agreement is terminated in accordance with its terms.

24. This action be and is hereby dismissed as against the Settling Defendants, without costs and with prejudice.

25. Endorsement of this Order by the Non-Settling Defendants be dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of lawyer for the Plaintiff

Reidar Mogerman

Signature of lawyer for the Settling Defendants

Laura Cooper

By the Court

Registrar

Schedule "A"

CANADIAN LCD PANELS CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT

Made as of May 12th, 2016

Between

THE FANSHAWE COLLEGE OF APPLIED ARTS AND TECHNOLOGY, COMMUNICATION MEGA-SAT INC., and KRISTOPHER GRUBER
(the "Plaintiffs")

and

TOSHIBA CORPORATION, on behalf of itself and TOSHIBA MOBILE DISPLAY CO., LTD. (formerly known as TOSHIBA MATSUSHITA DISPLAY TECHNOLOGY CO. LTD. and subsequently known as JAPAN DISPLAY CENTRAL INC. and now part of JAPAN DISPLAY INC.), TOSHIBA AMERICA INC. (incorrectly named as TOSHIBA AMERICA CORPORATION), and TOSHIBA OF CANADA LIMITED
(the "Settling Defendants")

CANADIAN LCD PANELS CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT

TABLE OF CONTENTS

RECITALS 1

SECTION 1 - DEFINITIONS 4

SECTION 2 - SETTLEMENT APPROVAL 9
2.1 Best Efforts 9
2.2 Motions Seeking Approval of Notice 10
2.3 Motions Seeking Certification or Authorization and Approval of the Settlement 10
2.4 Pre-Motion Confidentiality 10

SECTION 3 - SETTLEMENT BENEFITS 11
3.1 Payment of Settlement Amount 11
3.2 Taxes and Interest 12
3.3 Intervention in the U.S. Litigation 12

SECTION 4 - COOPERATION 13
4.1 Extent of Cooperation 13
4.2 Limits on Use of Documents 15

SECTION 5 - DISTRIBUTION OF THE SETTLEMENT AMOUNT AND ACCRUED INTEREST 16
5.1 Distribution Protocol 16
5.2 No Responsibility for Administration or Fees 17

SECTION 6 - TERMINATION OF SETTLEMENT AGREEMENT 17
6.1 Right of Termination 17
6.2 If Settlement Agreement is Terminated 18
6.3 Allocation of Monies in the Trust Account Following Termination 19
6.4 Survival of Provisions After Termination 19

SECTION 7 - RELEASES AND DISMISSALS 20
7.1 Release of Releasees 20
7.2 Release by Releasees 20
7.3 Covenant Not To Sue 20
7.4 No Further Claims 20
7.5 Dismissal of the Proceedings 21
7.6 Dismissal of Other Actions 21
7.7 Material Term 21

SECTION 8 - BAR ORDER, WAIVER OF SOLIDARITY ORDER AND OTHER CLAIMS 21
8.1 British Columbia and Ontario Bar Order 21
8.2 Quebec Waiver or Renunciation of Solidarity Order 24

8.3 Claims Against Other Entities Reserved....25

SECTION 9 - EFFECT OF SETTLEMENT....25
9.1 No Admission of Liability....25
9.2 Agreement Not Evidence....26
9.3 No Further Litigation....26

SECTION 10 - CERTIFICATION OR AUTHORIZATION FOR SETTLEMENT ONLY27

SECTION 11 - NOTICE TO SETTLEMENT CLASSES....27
11.1 Notices Required....27
11.2 Form and Distribution of Notices....28

SECTION 12 - ADMINISTRATION AND IMPLEMENTATION....28
12.1 Mechanics of Administration....28
12.2 Information and Assistance....28

SECTION 13 - CLASS COUNSEL FEES AND ADMINISTRATIVE EXPENSES....30

SECTION 14 - MISCELLANEOUS....30
14.1 Motions for Directions....30
14.2 Releasees Have No Liability for Administration....30
14.3 Headings, etc....31
14.4 Computation of Time....31
14.5 Ongoing Jurisdiction....31
14.6 Governing Law....32
14.7 Entire Agreement....32
14.8 Amendments....32
14.9 Binding Effect....32
14.10 Counterparts....33
14.11 Negotiated Agreement....33
14.12 Language....33
14.13 Transaction....33
14.14 Recitals....34
14.15 Schedules....34
14.16 Acknowledgements....34
14.17 Authorized Signatures....34
14.18 Notice....34
14.19 Date of Execution....35

SCHEDULE "A"....37

SCHEDULE "B"....39

SCHEDULE "C"....41

CANADIAN LCD PANELS CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT

RECITALS

A. WHEREAS the Proceedings were commenced by the Plaintiffs in British Columbia, Quebec and Ontario which allege that the Settling Defendants participated in an unlawful conspiracy to raise, fix, maintain or stabilize the price of LCD Products in Canada and/or to allocate markets and customers for the sale of LCD Products in Canada, contrary to Part VI of the *Competition Act* and the common law and/or the civil law;

B. WHEREAS the Plaintiffs have amended their claims to limit the allegations in the Proceedings to those relating only to LCD Large Screen Panels and Products

C. WHEREAS the Ontario Action was certified as a class proceeding under the Ontario *Class Proceedings Act* pursuant to the Ontario Certification Order with respect to a class defined as follows:

> All persons in Canada (excluding defendants and their respective parents, employees, subsidiaries, affiliates, officers and directors) who purchased LCD Panels* or LCD Products** directly from a defendant or any entity affiliated with a defendant, an Original Equipment Manufacturer*** or a Distributor**** in Canada between January 1, 1998 and December 11, 2006.
>
> *LCD Panels means liquid crystal display panels that are 10 inches or larger, measured diagonally.
>
> **LCD Products means televisions, computer monitors and laptops containing LCD Panels.
>
> ***Original Equipment Manufacturer means any of the following entities or any company affiliated with any of the following entities: Acer Inc (including the Gateway brand), Apple Canada Inc., Compaq Computer Corporation, Dell Corporation, Fujitsu Limited, Hewlett-Packard Development Company, L.P., IBM Corporation, JVC Canada, LG Electronics, Lenovo Group Limited, Mitsubishi Electric Corporation, Panasonic Corporation, Koninklijke Philips Electronics N.V., Polaroid Corporation, Prima Technology Inc., Proview Technology Inc., TTE Corporation (including the RCA brand), Sony of Canada Ltd., Stealth Computer Corporation, ViewSonic Corporation and Westinghouse Digital Electronics.

****Distributor means any of the following entities or any company affiliated with any of the following entities: ALC Micro, Computer Distributors of Canada, Comtronic Computer Inc., D&H Distributing Co., Eprom Inc., Funai Electric Co., Ltd., Ingram Micro Inc., Pro-Data Inc., Supercom, Synnex Canada Limited, Tech Data Canada Corporation and TTX Canada.

D. WHEREAS the Non-Settling Defendants and Settling Defendants in the Ontario Action sought and were granted leave to appeal the Ontario Certification Order to the Ontario Divisional Court, which appeal was denied by decision dated December 24, 2015;

E. WHEREAS the putative Settlement Class Members were permitted an opportunity to opt-out and one Person validly and timely exercised the right to opt-out;

F. WHEREAS the Settling Defendants do not admit, through the execution of this Settlement Agreement or otherwise, any allegation of unlawful or otherwise actionable conduct alleged in the Proceedings or otherwise;

G. WHEREAS the Plaintiffs, Class Counsel and the Settling Defendants agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by or evidence against the Releasees or evidence of the truth of any of the Plaintiffs' allegations against the Releasees, which allegations are expressly denied by the Settling Defendants;

H. WHEREAS the Settling Defendants are entering into this Settlement Agreement in order to achieve a final and nation-wide resolution of all claims asserted or which could have been asserted against the Releasees by the Plaintiffs and the Settlement Class in the Proceedings, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;

I. WHEREAS the Settling Defendants do not hereby attorn to the jurisdiction of the Courts or any other court or tribunal in respect of any civil, criminal or administrative process except to the extent they have previously done so in the Proceedings and as is expressly provided in this Settlement Agreement with respect to the Proceedings;

J. WHEREAS Counsel for the Settling Defendants and Class Counsel have engaged in extensive arm's-length settlement discussions and negotiations, resulting in this Settlement Agreement relating to Canada;

K. WHEREAS as a result of these settlement discussions and negotiations, the Settling Defendants and the Plaintiffs have entered into this Settlement Agreement, which embodies all of the terms and conditions of the settlement between the Settling Defendants and the Plaintiffs, both individually and on behalf of the classes they represent and seek to represent, subject to approval of the Courts;

L. WHEREAS the Plaintiffs and Class Counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts and law applicable to the Plaintiffs' claims, having regard to the burdens and expense in prosecuting the Proceedings, including the risks and uncertainties associated with trials and appeals, and having regard to the value of the Settlement Agreement the Plaintiffs and Class Counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the classes they represent and seek to represent;

M. WHEREAS the Parties therefore wish to and hereby finally resolve on a national basis, without admission of liability, all of the Proceedings as against the Settling Defendants;

N. WHEREAS while the Ontario Action was previously certified as a class proceeding under the Ontario *Class Proceedings Act* on a contested basis, the Parties now consent to certification or authorization of the Proceedings as class proceedings against the Settling Defendants and now consent to the Settlement Classes and a Common Issue in respect of each of the Proceedings solely for the purposes of implementing this Settlement Agreement in a coordinated and consistent manner across Canada and contingent on approvals by the Courts as provided for in this Settlement Agreement, on the express understanding that such certification or authorization shall not derogate from the rights of the Ontario Plaintiffs as against the Non-Settling Defendants under the Ontario Certification Order or from the respective rights of the Parties in the event that this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason; and

O. WHEREAS the Plaintiffs assert that they are adequate class representatives for the Settlement Classes and will seek to be appointed representative plaintiffs for the Settlement Classes in their respective Proceedings;

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed by the Parties that the Ontario Action and BC Action be settled and dismissed with prejudice as to the Settling Defendants only, and the Quebec Action be settled without reservation as against the Settling Defendants, all without costs as to the Plaintiffs, the classes they represent and seek to represent or the Settling Defendants, subject to the approval of the Courts, on the following terms and conditions:

Section 1 - Definitions

For the purposes of this Settlement Agreement only, including the Recitals and Schedules hereto:

(1) ***Administration Expenses*** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Plaintiffs, Class Counsel or otherwise for the approval, implementation and operation of this Settlement Agreement, including the costs of notices and claims administration but excluding Class Counsel Fees.

(2) ***BC Action*** means the BC Action as defined in Schedule A.

(3) ***BC Counsel*** means Camp Fiorante Matthews Mogerman.

(4) ***BC Court*** means the Supreme Court of British Columbia.

(5) ***Claims Administrator*** means the firm proposed by Class Counsel and appointed by the Courts to administer the Settlement Amount in accordance with the provisions of this Settlement Agreement and the Distribution Protocol as approved by the Courts, and any employees of such firm.

(6) ***Class Counsel*** means Ontario Counsel, Quebec Counsel and BC Counsel.

(7) ***Class Counsel Fees*** include the fees, disbursements, costs, interest, and/or charges of Class Counsel, and any GST, HST and other applicable taxes or charges thereon, including any amounts payable by Class Counsel or the Settlement Class Members as a result of the Settlement Agreement to any other body or Person, including the Fonds d'aide aux recours collectif in Quebec.

(8) ***Class Period*** means January 1, 1998 to December 11, 2006.

(9) ***Common Issue*** in each Proceeding means: Did the Settling Defendants, or any of them, conspire to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, LCD Large Screen Panels directly or indirectly in Canada during the Class Period? If so, what damages, if any, are payable by the Settling Defendants, or any of them to the Settlement Class Members?

(10) ***Counsel for the Settling Defendants*** means Fasken Martineau DuMoulin LLP.

(11) ***Courts*** means the Ontario Court, the Quebec Court and the BC Court.

(12) ***Date of Execution*** means the date on the cover page as of which the Parties have executed this Settlement Agreement.

(13) ***Defendants*** means the entities named as defendants in any of the Proceedings as set out in Schedule A, and any Persons added as defendants in the Proceedings in the future. For greater certainty, Defendants includes the Settling Defendants and the Settled Defendants.

(14) ***Distribution Protocol*** means the plan for distributing the Settlement Amount and accrued interest, in whole or in part, as established by Class Counsel and as approved by the Courts.

(15) ***Effective Date*** means the date when Final Orders have been received from all Courts approving this Settlement Agreement.

(16) ***Excluded Person*** means each Defendant, the directors and officers of each Defendant, the subsidiaries or affiliates of each Defendant, the entities in which each Defendant or any of that Defendant's subsidiaries or affiliates have a controlling interest and the legal representatives, heirs, successors and assigns of each of the foregoing, and those Persons who validly and timely opted out of the Proceedings in accordance with the orders of the applicable Court.

(17) ***Final Order*** means the later of a final judgment entered by a Court in respect of (i) the certification or authorization of a Proceeding as a class proceeding pursuant to this Settlement Agreement, and (ii) the approval of this Settlement Agreement, in either case once the time to appeal such judgment has expired without any appeal being taken, if an appeal lies, or once there has been affirmation of the certification or authorization of a Proceeding as a class proceeding and the approval of this Settlement Agreement upon a final disposition of all appeals.

(18) ***LCD Panels*** means liquid crystal display panels or screens of any size.

(19) ***LCD Products*** means LCD Panels and products containing LCD Panels.

(20) ***LCD Large Screen Panels*** means LCD Panels that are 10 inches or larger, measured diagonally.

(21) ***LCD Large Screen Products*** means LCD Large Screen Panels and televisions, computer monitors and laptops containing LCD Large Screen Panels.

(22) ***Non-Settling Defendant*** means any Defendant that is not a Settling Defendant or a Settled Defendant, and includes any Defendant that terminates its own settlement agreement in accordance with its terms or whose settlement otherwise fails to take effect for any reason, whether or not such settlement agreement is in existence at the Date of Execution.

(23) ***Ontario Action*** means the Ontario Action as defined in Schedule A.

(24) ***Ontario Certification Order*** means the order of the Ontario Court dated October 21, 2011 in respect of the certification of the Ontario Action under the Ontario *Class Proceedings Act*.

(25) ***Ontario Class Proceedings Act*** means the *Class Proceedings Act, 1992*, S.O. 1992, c. 6, as amended, S.O. 2006, c. 19.

(26) ***Ontario Counsel*** means Siskinds LLP.

(27) ***Ontario Court*** means the Ontario Superior Court of Justice.

(28) ***Other Actions*** means actions or proceedings, excluding the Proceedings, relating to Released Claims commenced by a Settlement Class Member either before or after the Effective Date.

(29) ***Parties*** means the Settling Defendants, the Plaintiffs, and, where necessary, the Settlement Class Members.

(30) ***Person*** means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, trustee, executor, beneficiary, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity and their heirs, predecessors, successors, representatives, or assignees.

(31) ***Plaintiffs*** means the individuals and entities named as plaintiffs in the Proceedings as set out in Schedule A.

(32) ***Proceedings*** means the BC Action, the Quebec Action and the Ontario Action as defined in Schedule A.

(33) ***Proportionate Liability*** means the proportion of any judgment that, had the Settling Defendants not settled, a Court would have apportioned to the Releasees.

(34) ***Purchase Price*** means the sale price paid by Settlement Class Members for LCD Large Screen Products purchased during the Class Period.

(35) ***Quebec Action*** means the Quebec Action as defined in Schedule A.

(36) ***Quebec Counsel*** means Bouchard Pagé Tremblay, AVOCATS s.e.n.c..

(37) ***Quebec Court*** means the Superior Court of Quebec.

(38) ***Released Claims*** means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages of any kind (including compensatory, punitive or other damages) whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses (including Administration Expenses), penalties, and lawyers' fees (including Class Counsel

Fees), known or unknown, suspected or unsuspected, actual or contingent, and liquidated or unliquidated, in law, under statute or in equity, relating in any way to any conduct anywhere, from the beginning of time to the date hereof, in respect of the purchase, sale, pricing, discounting, marketing or distributing of LCD Products or relating to any conduct alleged (or which was previously or could have been alleged) in the Proceedings including, without limitation, any such claims which have been asserted or could have been asserted directly or indirectly, whether in Canada or elsewhere, in respect of the purchase, sale, pricing, discounting, marketing or distributing of LCD Products in Canada, including without limitation, any claims for consequential, subsequent or follow-on harm that arises after the date hereof in respect of any agreement, combination or conduct that occurred prior to the date hereof. However, nothing herein shall be construed to release any claims that are not related to an alleged unlawful conspiracy or other unlawful agreement or combination or as a result of or in connection with any other alleged unlawful horizontal or vertical anticompetitive conduct, including any claims related to or arising from any alleged product defect, breach of contract, or similar claim between the Parties related to LCD Products.

(39) ***Releasees*** means, jointly and severally, individually and collectively, the Settling Defendants and all of their present, future and former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, insurers, and all other Persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and all of their respective past, present and future officers, directors, employees, agents, shareholders, attorneys, trustees, servants and representatives, and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing, excluding always the Non-Settling Defendants.

(40) ***Releasors*** means, jointly and severally, individually and collectively, the Plaintiffs and the Settlement Class Members and their respective parents, subsidiaries, affiliates, predecessors, successors, heirs, executors, administrators, insurers and assigns.

(41) ***Settled Defendants*** means Chunghwa Picture Tubes, Ltd., Imaging Devices Corporation (formerly known as Sanyo Epson Imaging Devices Corporation), Samsung Electronics Co. Ltd., Samsung Electronics Canada Inc., Innolux Corporation (successor to Chi Mei Optoelectronics Corporation), Japan Display Inc. (successor to Hitachi Displays, Ltd.) on its behalf and on behalf of Hitachi Ltd., Hitachi Canada, Ltd., Hitachi America Ltd. and Hitachi Electronics Devices

(USA) Inc., and any Defendant, that executes its own settlement agreement after the execution of this Settlement Agreement, which settlement agreement is finally approved by the Court.

(42) ***Settlement Agreement*** means this agreement, including the recitals and schedules.

(43) ***Settlement Amount*** means USD $2,150,000.

(44) ***Settlement Class*** means, in respect of each Proceeding, the settlement class defined in Schedule A.

(45) ***Settlement Class Member*** means a member of a Settlement Class.

(46) ***Settling Defendants*** means Toshiba Corporation, Toshiba Mobile Display Co., Ltd. (formerly known as Toshiba Matsushita Display Technology Co., Ltd. and subsequently known as Japan Display Central Inc., and now part of Japan Display, Inc.), Toshiba America Inc. (incorrectly named as Toshiba America Corporation), and Toshiba of Canada Limited.

(47) ***Trust Account*** means an interest-bearing trust account at a Canadian Schedule 1 bank or equivalent under the control of Ontario Counsel or the Claims Administrator, once appointed, for the benefit of the Settlement Class Members or the Settling Defendants, as provided for in this Settlement Agreement.

(48) ***U.S. Litigation*** means the class action proceedings litigated in the United States District Court for the Northern District of California, under the caption *In re: TFT-LCD (Flat Panel) Antitrust Litigation*, 3:07-md-1827, and includes all actions transferred by the Judicial Panel for Multidistrict Litigation for coordination, all actions pending such transfer, and all actions that may be transferred in the future.

Section 2 - Settlement Approval

2.1 Best Efforts

(1) The Parties shall use their best efforts to effectuate this settlement and to secure the prompt, complete and final dismissal with prejudice of the BC Action and Ontario Action as against the Settling Defendants, and a prompt, complete and final declaration of settlement out of court of the Quebec Action as against the Settling Defendants.

2.2 Motions Seeking Approval of Notice

(1) The Plaintiffs shall bring motions before the Courts, as soon as practicable after the Date of Execution, for orders approving the notices described in Section 11.1(1).

(2) The Ontario order approving the notices described in Section 11.1(1) shall be substantially in the form attached as Schedule B. The BC and Quebec orders approving the notices described in Section 11.1(1) shall be agreed upon by the Parties and shall mirror the substance and, where possible, the form of the Ontario order.

2.3 Motions Seeking Certification or Authorization and Approval of the Settlement

(1) The Plaintiffs shall bring motions before the Courts for orders certifying or authorizing the Settlement Class and approving this Settlement Agreement as soon as practicable after:

(a) the orders referred to in Section 2.2(2) are granted;

(b) the notices described in Section 11.1(1) have been published; and

(c) the deadline for objecting to the Settlement Agreement has expired.

(2) The Ontario order seeking certification and approval of this Settlement Agreement shall be substantially in the form attached as Schedule C. The BC and Quebec orders seeking certification or authorization and approval of this Settlement Agreement shall be agreed upon by the Parties and shall, where possible, mirror the substance and form of the Ontario order.

(3) The Plaintiffs can elect to request that the Courts hold joint hearings seeking certification or authorization and approval of this Settlement Agreement pursuant to the Canadian Bar Association's Canadian Judicial Protocol for the Management of Multijurisdictional Class Actions. The Settling Defendants will not oppose any such request.

(4) This Settlement Agreement shall only become final on the Effective Date.

2.4 Pre-Motion Confidentiality

(1) Until the first of the motions required by Section 2.2 is brought, the Parties shall keep all of the terms of the Settlement Agreement confidential and shall not disclose them without the prior consent of Counsel for the Settling Defendants and Class Counsel, as the case may be,

except as required for the purposes of financial reporting or the preparation of financial records (including tax returns and financial statements), as necessary to give effect to the terms of the Settlement Agreement, or as otherwise required by law.

Section 3 - Settlement Benefits

3.1 Payment of Settlement Amount

(1) Within thirty (30) days of the Date of Execution, the Settling Defendants shall pay the Settlement Amount to Ontario Counsel for deposit into the Trust Account to be held for the benefit of Settlement Class Members. The Settlement Amount may be converted into Canadian Currency on the earlier of the Final Order being granted or August 15, 2016.

(2) Payment of the Settlement Amount shall be made by wire transfer. Prior to the Settlement Amount becoming due, Ontario Counsel will provide, in writing, the following information necessary to complete the wire transfers: name of bank, address of bank, ABA number, SWIFT number, name of beneficiary, beneficiary's bank account number, beneficiary's address, and bank contact details.

(3) The Settlement Amount and other consideration to be provided in accordance with the terms of this Settlement Agreement shall be provided in full satisfaction of the Released Claims against the Releasees.

(4) The Settlement Amount shall be all-inclusive of all amounts, including interest and costs.

(5) The Releasees shall have no obligation to pay any amount in addition to the Settlement Amount, for any reason, pursuant to or in furtherance of this Settlement Agreement or the Proceedings.

(6) Once a Claims Administrator has been appointed, Ontario Counsel shall transfer all funds in the Trust Account to the Claims Administrator.

(7) Ontario Counsel and the Claims Administrator, respectively, shall maintain the Trust Account as provided for in this Settlement Agreement.

(8) While in control of the Trust Account, each of Ontario Counsel and the Claims Administrator, respectively, shall not pay out all or any part of the monies in the Trust Account,

except in accordance with this Settlement Agreement, or in accordance with an order of the Courts obtained after notice to the Parties.

3.2 Taxes and Interest

(1) Except as hereinafter provided, all interest earned on the Settlement Amount in the Trust Account shall accrue to the benefit of the Settlement Classes and shall become and remain part of the Trust Account.

(2) All taxes payable on any interest which accrues on the Settlement Amount in the Trust Account or otherwise in relation to the Settlement Amount shall be paid from the Trust Account.

(3) Subject to Section 3.2(5), Ontario Counsel or the Claims Administrator shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Amount in the Trust Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned by the Settlement Amount shall be paid from the Trust Account.

(4) Subject to Section 3.2(5), the Settling Defendants shall have no responsibility to make any filings relating to the Trust Account and will have no responsibility to pay tax on any income earned on the Settlement Amount or pay any taxes on the monies in the Trust Account.

(5) Notwithstanding Section 3.1(4) and (5), if this Settlement Agreement is terminated, the interest earned on the Settlement Amount in the Trust Account shall be paid to the Settling Defendants in accordance with Section 6.3 who, in such case, shall be solely responsible for the payment of all taxes on such interest not previously paid.

3.3 Intervention in the U.S. Litigation

(1) The Settling Defendants and Releasees shall not oppose any application by or on behalf of the Plaintiffs to intervene in the U.S. Litigation in order to gain access to discovery documents and other documents and information subject to protective order. However, it is understood and agreed that nothing in this Settlement Agreement shall be construed to require the Settling Defendants nor other Releasees to bring or otherwise participate in a motion requesting that the U.S. protective order be lifted.

Section 4- Cooperation

4.1 Extent of Cooperation

(1) Subject to section 4.1(10), within 90 days of the Effective Date or at a time mutually agreed to by the Parties, the Settling Defendants agree to:

(a) provide to Class Counsel any transcripts or video recordings of all depositions of the Settling Defendants' current or former employees, directors or officers taken in the course of the U.S. Litigation concerning the allegations raised in the Proceedings with respect to the Class Period; and

(b) provide any pre-existing documents (as defined in Rule 30.01 of the Ontario *Rules of Civil Procedure*) produced by the Settling Defendants in the U.S. Litigation concerning the allegations raised in the Proceedings with respect to the Class Period, including, but not limited to any documents provided to counsel for the plaintiffs in the U.S. Litigation pursuant to any settlement agreements entered into between the plaintiffs in the U.S. Litigation and the Settling Defendants, and any translations provided to plaintiffs in the U.S. Litigation of any documents produced in the U.S. Litigation.

(2) The obligation to provide documents pursuant to Section 4.1(1) shall be a continuing obligation to the extent additional documents are produced by the Settling Defendants in the U.S. Litigation following the initial productions pursuant to this Settlement Agreement.

(3) Subject to the rules of evidence, any court order with respect to confidentiality and the other provisions of this Settlement Agreement, the Settling Defendants agree to provide affidavits for use at trial in the Proceedings for the sole purpose of authenticating any documents provided by the Settling Defendants in accordance with this Settlement Agreement and/or any documents produced by the Defendants that were created by, sent to, or received by the Settling Defendants. If a Court should determine that affidavits are inadequate for the purpose of authenticating any such documents, the Settling Defendants agree to use reasonable efforts to make available for testimony at trial a representative qualified to authenticate such documents.

(4) Nothing in this Settlement Agreement shall be construed to require the Settling Defendants to perform any act, including the transmittal or disclosure of any information, which would violate the law of this or any jurisdiction.

(5) Nothing in Section 4.1 or any other section of this Settlement Agreement shall require, or shall be construed to require, the Settling Defendants to disclose or produce any documents or information prepared by or for Counsel for the Settling Defendants, or that is not within the Settling Defendants' possession, custody or control, or to disclose or produce any documents or information in breach of any order, regulatory directive, rule or law of this or any jurisdiction, or subject to solicitor-client privilege, litigation privilege, or any other privilege, or to disclose or produce any information or documents they obtained on a privileged or co-operative basis from any party to any action or proceeding who is not a Settling Defendant.

(6) If any documents protected by any privilege and/or any privacy law or other order, regulatory directive, rule or law of this or any applicable jurisdiction, including but not limited to Canada and the U.S., are accidentally or inadvertently disclosed or produced, such documents shall be promptly returned to the Settling Defendants and the documents and the information contained therein shall not be disclosed or used directly or indirectly, except with the express written permission of the Settling Defendants, and the production of such documents shall in no way be construed to have waived in any manner any privilege or protection attached to such documents.

(7) The obligations of the Settling Defendants to cooperate as particularized in Section 4.1 shall not be affected by the release provisions contained in Section 7.1 of this Settlement Agreement. Unless this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the Settling Defendants' obligations to cooperate shall cease at the date of final judgment in the Proceedings against all Defendants. In the event the Settling Defendants materially breach Section 4.1, Class Counsel may move before the Courts, on notice to the Settling Defendants, to enforce the terms of this Settlement Agreement, set aside the approval of this Settlement Agreement or part thereof and allow the Plaintiffs to obtain discovery or information from the Settling Defendants as if they remained parties to the action, or seek such other remedy that is available at law.

(8) Subject to Sections 4.1(7) and (9), the provisions set forth in this Section 4.1 are the exclusive means by which the Plaintiffs, Class Counsel and Settlement Class Members may obtain discovery or information or documents from the Releasees. Subject to Sections 4.1(7) and (9), the Plaintiffs, Class Counsel and Settlement Class Members agree that they shall not pursue any other means of discovery against, or seek to compel the evidence of the Releasees whether in Canada or elsewhere and whether under the rules or laws of this or any other Canadian or foreign jurisdiction.

(9) The Plaintiffs may exercise any rights they have at law or in the Proceedings as against the officers, directors and/or employees of the Settling Defendants put forward to provide testimony at trial or otherwise pursuant to Section 4.1(2), if the current or former officer, director or employee of the Settling Defendants fails to cooperate in accordance with that Section and the provisions of this Settlement Agreement.

(10) A material factor influencing the decision by the Settling Defendants to execute this Settlement Agreement is their desire to limit the burden and expense of this litigation. Accordingly, Class Counsel agree to exercise good faith in seeking cooperation from the Settling Defendants and agree not to seek information that is unnecessary, cumulative or duplicative and agree otherwise to avoid imposing undue, unreasonable or disproportionate burden or expense on the Settling Defendants. If Class Counsel reach a settlement with all of the Non-Settling Defendants or obtain final judgment against each of them in the Proceedings, then all obligations under this section 4 shall cease and this section 4 shall be of no force or effect.

(11) The scope of the Settling Defendants' cooperation under this Settlement Agreement shall be limited to the allegations asserted in the Proceedings as presently filed.

4.2 Limits on Use of Documents

(1) It is understood and agreed that all documents made available or provided by the Settling Defendants to Plaintiffs and Class Counsel under this Settlement Agreement, shall be used only in connection with the prosecution of the claims in the Proceedings, and shall not be used directly or indirectly for any other purpose, except to the extent that the documents are publicly available. The Plaintiffs and Class Counsel further agree that paragraphs 6 and 12 of the discovery plan dated June 27, 2014 in the Ontario Action, as modified, will apply to the

documents and information provided by the Settling Defendants pursuant to section 4.1. Plaintiffs and Class Counsel agree they will not publicize or disclose the information or documents provided by the Settling Defendants beyond what is reasonably necessary for the prosecution of the Proceedings or as otherwise required by law, except to the extent that the documents are publicly available. Subject to the foregoing, Class Counsel shall take reasonable precautions to ensure and maintain the confidentiality of such documents and information, and of any work product of Class Counsel that discloses such documents and information.

(2) It is further understood and agreed that any documents provided by the Settling Defendants may be confidential and may be designated "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" by the Settling Defendants (or may have already been so designated in the U.S. Litigation). Any documents designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" will be treated in a manner consistent with the Stipulated Protective Order granted in the U.S. Litigation and attached hereto as Schedule "D". Notwithstanding the foregoing, any publicly available documents do not have to be treated in a manner consistent with the Stipulated Protective Order granted in the U.S. Litigation.

(3) In the event that a Person applies for an order requiring the Plaintiffs to disclose or produce any documents provided by the Settling Defendants as cooperation under this Settlement Agreement, Class Counsel shall notify the Settling Defendants of such application promptly upon becoming aware of it in order that the Settling Defendants may intervene to oppose such disclosure or production. In no circumstances shall the Plaintiffs or Class Counsel apply for or consent to such an application for disclosure or production.

Section 5 - Distribution of the Settlement Amount and Accrued Interest

5.1 Distribution Protocol

(1) At a time after the Effective Date wholly within the discretion of Class Counsel, but on notice to the Settling Defendants, Class Counsel will make an application seeking orders from the Courts approving the Distribution Protocol.

(2) The Distribution Protocol shall require Settlement Class Members seeking compensation to give credit for any compensation received through other proceedings or in private out-of-class

settlements, unless by such proceedings or private out-of-class settlements the Settlement Class Member's claim was released in its entirety, in which case the Settlement Class Member shall be deemed ineligible for any further compensation.

5.2 No Responsibility for Administration or Fees

(1) The Settling Defendants shall not have any responsibility, financial obligations or liability whatsoever with respect to the investment, distribution or administration of monies in the Trust Account including, but not limited to, Administration Expenses and Class Counsel Fees.

Section 6 - Termination of Settlement Agreement

6.1 Right of Termination

(1) In the event that:

(a) any Court declines to certify or authorize the Proceedings for the purposes of the Settlement Agreement;

(b) any Court declines to dismiss or declare settled out of court the Proceedings as against the Settling Defendants;

(c) any Court declines to approve this Settlement Agreement or any material part hereof;

(d) any Court approves this Settlement Agreement in a materially modified form;

(e) the Parties do not reach agreement on the form and content of any order required by this Settlement Agreement, including for approval of this Settlement Agreement, certification or authorization of a Proceeding as a class proceeding pursuant to this Settlement Agreement, or dismissal of the Proceedings, or the agreed order is approved by a Court in a materially modified form; or

(f) any orders approving this Settlement Agreement made by the Courts do not become Final Orders;

each of the Settling Defendants and the Plaintiffs shall have the right to terminate this Settlement Agreement by delivering a written notice pursuant to Section 14.18 within thirty (30) days following an event described above.

(2) Except as provided for in Section 6.4, if the Settling Defendants or the Plaintiffs exercise their right to terminate, the Settlement Agreement shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.

(3) Any order, ruling or determination made (or rejected) by any Court with respect to

(a) Class Counsel Fees;

(b) the Distribution Protocol; or

(c) documentary confidentiality as provided in Section 4.2(2) above;

shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not provide any basis for the termination of this Settlement Agreement.

6.2 If Settlement Agreement is Terminated

(1) If this Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason:

(a) no motion to certify or authorize any of the Proceedings as a class proceeding on the basis of this Settlement Agreement, or to approve this Settlement Agreement, which has not been decided, shall proceed;

(b) any order certifying or authorizing a Proceeding as a class proceeding on the basis of the Settlement Agreement, or approving this Settlement Agreement shall be set aside and declared null and void and of no force or effect, and the Parties shall be estopped from asserting otherwise;

(c) any prior certification or authorization of a Proceeding as a class proceeding on the basis of this Settlement Agreement, including the definitions of the Settlement Class and the Common Issue pursuant to this Settlement Agreement, shall be

without prejudice to any position that any of the Parties or Releasees may later take on any issue in the Proceedings or any other litigation; and

(d) within ten (10) days of such termination having occurred, Class Counsel shall destroy all documents or other materials provided by the Settling Defendants under this Settlement Agreement or containing or reflecting information derived from such documents or other materials received from the Settling Defendants and, to the extent Class Counsel has disclosed any documents or information provided by the Settling Defendants to any other Person, shall recover and destroy such documents or information. Class Counsel shall provide the Settling Defendants with a written certification by Class Counsel of such destruction. Nothing contained in this Section shall be construed to require Class Counsel to destroy any of their work product. However, any documents or information provided by the Settling Defendants, or received from the Settling Defendants in connection with this Settlement Agreement, may not be disclosed to any Person in any manner or used, directly or indirectly, by Class Counsel or any other Person in any way for any reason, without the express prior written permission of the Settling Defendants. Class Counsel shall take appropriate steps and precautions to ensure and maintain the confidentiality of such documents, information and any work product of Class Counsel.

6.3 Allocation of Monies in the Trust Account Following Termination

(1) If the Settlement Agreement is terminated in accordance with its terms, then within thirty (30) business days of written notice advising that the Settlement Agreement has been terminated, Ontario Counsel shall pay to the Settling Defendants the money in the Trust Account, whether in $CDN or $USD, plus all accrued interest thereon, but less the costs of the notices required by Section 11.1(1) and actually incurred up to a maximum of $50,000 and any translation costs incurred pursuant to Section 14.12 up to a maximum of $7,750.

6.4 Survival of Provisions After Termination

(1) If this Settlement Agreement is terminated, the provisions of Sections 3.1(7), 3.1(8), 3.2(3), 3.2(5), 4.1(6), 4.2, 6.2(1), 6.3, 6.4(1), 9.1, 9.2, 12.2(3) and 14.6, and the definitions and Schedules applicable thereto shall survive the termination and continue in full force and effect.

The definitions and Schedules shall survive only for the limited purpose of the interpretation of Sections 3.1(7), 3.1(8), 3.2(3), 3.2(5), 4.1(6), 4.2, 6.2(1), 6.3, 6.4(1), 9.1, 9.2, 12.2(3) and 14.6 within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

Section 7 - Releases and Dismissals

7.1 Release of Releasees

(1) Subject to Section 7.3, upon the Effective Date, in consideration of payment of the Settlement Amount and for other valuable consideration set forth in the Settlement Agreement, the Releasors forever and absolutely release the Releasees from the Released Claims that any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have.

7.2 Release by Releasees

(1) Upon the Effective Date, each Releasee forever and absolutely releases each of the other Releasees from any and all claims for contribution or indemnity with respect to the Released Claims.

7.3 Covenant Not To Sue

(1) Upon the Effective Date, notwithstanding Section 7.1, for any Settlement Class Members resident in any province or territory where the release of one tortfeasor is a release of all other tortfeasors, the Releasors do not release the Releasees but instead covenant and undertake not to make any claim in any way or to threaten, commence, participate in, or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims.

7.4 No Further Claims

(1) Upon the Effective Date, the Releasors shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any action, suit, cause of action, claim or demand against any Releasee or any other Person who may claim contribution or indemnity from any Releasee in respect of any Released Claim, except for the continuation of the Proceedings

against the Non-Settling Defendants or unnamed co-conspirators that are not Releasees or, if the Proceedings are not certified or authorized, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendant or unnamed co-conspirator that is not a Releasee.

7.5 Dismissal of the Proceedings

(1) Upon the Effective Date, the BC Action and the Ontario Action shall be dismissed with prejudice and without costs as against the Settling Defendants.

(2) Upon the Effective Date, the Quebec Action shall be declared settled without costs and without reservation as against the Settling Defendants.

7.6 Dismissal of Other Actions

(1) Upon the Effective Date, each Settlement Class Member shall be deemed to irrevocably consent to the dismissal, without costs and with prejudice, of his, her or its Other Actions against the Releasees.

(2) Upon the Effective Date, all Other Actions commenced in Ontario, Quebec, or British Columbia by any Settlement Class Member shall be dismissed against the Releasees, without costs and with prejudice.

7.7 Material Term

(1) The releases contemplated in this Section shall be considered a material term of the Settlement Agreement and the failure of any Court to approve the releases contemplated herein shall give rise to a right of termination pursuant to Section 6.1 of the Settlement Agreement.

Section 8 - Bar Order, Waiver of Solidarity Order and Other Claims

8.1 British Columbia and Ontario Bar Order

(1) Class Counsel shall seek bar orders from the Ontario Court and the BC Court providing for the following:

(a) all claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and

costs, relating to the Released Claims, which were or could have been brought in the Proceedings or otherwise, by any Non-Settling Defendant, by any named or unnamed co-conspirator that is not a Releasee or by any other Person or party, against a Releasee, or by a Releasee against any Non-Settling Defendant or any named or unnamed co-conspirator that is not a Releasee, are barred, prohibited and enjoined in accordance with the terms of this Section (unless such claim is made in respect of a claim by a Person who has validly opted out of the Proceedings);

(b) if the Ontario Court or BC Court, as applicable, ultimately determines that there is a right of contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise:

(A) the Ontario and BC Plaintiffs and Settlement Class Members shall not be entitled to claim or recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;

(B) the Ontario and BC Plaintiffs and Settlement Class Members shall limit their claims against the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to include, and shall be entitled to recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, only those claims for damages (including punitive damages, if any), restitutionary award, disgorgement of profits, costs, and interest attributable to the aggregate of the several liability of the Non-Settling Defendants and/or named or unnamed

co-conspirators and/or any other Person or party that is not a Releasee to the Ontario and BC Plaintiffs and the Settlement Class Members, if any, and, for greater certainty, the Ontario and BC Settlement Class Members shall be entitled to claim and recover on a joint and several basis as between the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, to the extent provided by law; and

(C) the Ontario and BC Courts shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the relevant Proceeding, whether or not the Releasees remain in the relevant Proceeding or appear at the trial or other disposition, and the Proportionate Liability of the Releasees shall be determined as if the Releasees are parties to the relevant Proceeding and any determination by the Court in respect of the Proportionate Liability of the Releasees shall only apply in the relevant Proceeding and shall not be binding on the Releasees in any other proceeding;

(c) after the relevant Proceeding against the Non-Settling Defendants has been certified and all appeals or times to appeal have been exhausted, and on at least ten (10) days' notice to Counsel for the Settling Defendants, a Non-Settling Defendant may, on motion to the Ontario Court or the BC Court, as appropriate, seek orders for the following, which orders shall be determined as if the Settling Defendants remained parties to the relevant Proceeding:

(A) documentary discovery and an affidavit of documents (list of documents in British Columbia) from the Settling Defendants in accordance with that Court's rules of procedure;

(B) oral discovery of a representative of the Settling Defendants, the transcript of which may be read in at trial;

(C) leave to serve a request to admit (notice to admit in British Columbia) on the Settling Defendants in respect of factual matters; and/or

(D) the production of a representative of the Settling Defendants to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.

(d) the Settling Defendants retain all rights to oppose any motion brought pursuant to Section 8.1(1)(c), including any such motion brought at trial seeking an order requiring the Settling Defendants to produce a representative to testify at trial. Moreover, nothing herein restricts the Settling Defendants from seeking a protective order, to which the Plaintiffs shall not oppose, to maintain the confidentiality and protection of proprietary information in respect of documents to be produced and/or for information obtained from discovery in accordance with Section 8.1(1)(c);

(e) on any motion brought pursuant to Section 8.1(1)(c), the Ontario or BC Court, as applicable, may make such orders as to costs and other terms as it considers appropriate;

(f) to the extent that such an order is granted and discovery is provided to a Non-Settling Defendant, a copy of all discovery provided, whether oral or documentary in nature, shall be provided by the Settling Defendants to the Plaintiffs and Class Counsel within ten (10) days of such discovery being provided to a Non-Settling Defendant;

(g) the Ontario and BC Courts will retain an ongoing supervisory role over the discovery process and the Settling Defendants will attorn to the jurisdiction of the Ontario and BC Courts for these purposes; and

(h) a Non-Settling Defendant may effect service of the motion(s) referred to in Section 8.1(1)(c) on the Settling Defendants by service on Counsel for the Settling Defendants in the relevant Proceedings.

8.2 Quebec Waiver or Renunciation of Solidarity Order

(1) Class Counsel shall seek a waiver or renunciation of solidarity from the Quebec Court providing for the following:

(a) the Quebec Petitioners and the Settlement Class Members in the Quebec Action expressly waive and renounce the benefit of solidarity against the Non-Settling Defendants with respect to the facts, deeds or other conduct of the Releasees;

(b) the Quebec Petitioners and the Settlement Class Members in the Quebec Action shall henceforth only be able to claim and recover damages, including punitive damages, interest and costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*) attributable to the conduct of the Non-Settling Defendants, the sales by the Non-Settling Defendants, and/or other applicable measure of proportionate liability of the Non-Settling Defendants;

(c) any claims in warranty or any other claim or joinder of parties to obtain any contribution or indemnity from the Releasees or relating to the Released Claims shall be inadmissible and void in the context of the Quebec Action; and

(d) the ability of Non-Settling Defendants to seek discovery from the Settling Defendants shall be determined according to the provisions of the *Code of Civil Procedure*, and the Settling Defendants shall retain and reserve all of their rights to oppose such discovery under the *Code of Civil Procedure*.

8.3 Claims Against Other Entities Reserved

(1) Except as provided herein, this Settlement Agreement does not settle, compromise, release or limit in any way whatsoever any claim by the Releasors against any Person other than the Releasees.

Section 9 - Effect of Settlement

9.1 No Admission of Liability

(1) The Plaintiffs and the Releasees expressly reserve all of their rights if the Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason. Further, whether or not the Settlement Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed,

construed or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by the Releasees, or of the truth of any of the claims or allegations contained in the Proceedings or any other pleading filed by the Plaintiffs.

9.2 Agreement Not Evidence

(1) The Parties agree that, whether or not it is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to approve and/or enforce this Settlement Agreement, to defend against the assertion of Released Claims, or as otherwise required by law.

9.3 No Further Litigation

(1) Neither the Plaintiffs or Class Counsel may directly or indirectly participate or be involved in or in any way assist with respect to any claim made or action commenced by any Person which relates to or arises from the Released Claims, except in relation to the continued prosecution of the Proceedings against any Non-Settling Defendant or unnamed co-conspirators that are not Releasees or, if the Proceedings are not certified or authorized, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendant or unnamed co-conspirator that is not a Releasee, subject to Section 9.3(2) of this Settlement Agreement. Moreover, subject to the other terms of this Settlement Agreement, the Plaintiffs and Class Counsel may not divulge to anyone for any purpose any information obtained in the course of the Proceedings or the negotiation and preparation of this Settlement Agreement, except to the extent such information is otherwise publicly available or unless ordered to do so by a court.

(2) Section 9.3(1) shall be inoperative to the extent that it is inconsistent with BC Counsel's obligations under Rule 3.2-10 of the *Code of Professional Conduct for British Columbia*.

Section 10 - Certification or Authorization for Settlement Only

(1) The Parties agree that the Proceedings shall be certified or authorized as class proceedings as against the Settling Defendants solely for purposes of settlement of the Proceedings and the approval of this Settlement Agreement by the Courts.

(2) The Parties agree that, in the motions for certification or authorization of the Proceedings as class proceedings for settlement purposes and for the approval of this Settlement Agreement, the only common issue that they will seek to define is the Common Issue and the only classes that they will assert are the Settlement Classes.

(3) The Parties agree that the certification or authorization of the Proceedings as against the Settling Defendants for the purpose of implementing this Settlement Agreement, shall not derogate in any way from the rights of the Plaintiffs as against the Non-Settling Defendants, except as expressly set out in this Settlement Agreement.

Section 11 - Notice to Settlement Classes

11.1 Notices Required

(1) The proposed Settlement Classes shall be given notice of: (i) hearings at which the Courts will be asked to certify or authorize the Proceedings as class proceedings and approve the Settlement Agreement; and (ii) if they are brought with the hearings to approve the Settlement Agreement, the hearings to approve Class Counsel Fees and/or a Distribution Protocol.

(2) If the Settlement Agreement is approved, the proposed Settlement Classes shall be given notice of the certification or authorization of the Proceedings as class proceedings, the approval of this Settlement Agreement if granted by the Courts, and the approval of the Distribution Protocol if granted by the Courts.

(3) If this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect, the proposed Settlement Classes shall be given notice of such event.

11.2 Form and Distribution of Notices

(1) The notices shall be in a form agreed upon by the Parties and approved by the Courts or, if the Parties cannot agree on the form of the notices, the notices shall be in a form ordered by the Courts.

(2) The notices shall be disseminated by a method agreed upon by the Parties and approved by the Courts or, if the Parties cannot agree on a method for disseminating the notices, the notices shall be disseminated in a manner ordered by the Courts.

Section 12 - Administration and Implementation

12.1 Mechanics of Administration

(1) Except to the extent provided for in this Settlement Agreement, the mechanics of the implementation and administration of this Settlement Agreement and Distribution Protocol shall be determined by the Courts on motions brought by Class Counsel.

12.2 Information and Assistance

(1) The Settling Defendants will make reasonable efforts to provide to Class Counsel a list of the names and addresses of Persons, if any, in Canada who purchased LCD Large Screen Products from the Settling Defendants or the Releasees during the Class Period and the Purchase Price paid by each such Person. The data shall be provided in Microsoft Excel format or such other format as agreed upon by the Parties within (30) thirty days of the Date of Execution or at a time mutually agreed by the Parties

(2) Class Counsel may use the information provided under Section 12.2(1):

(a) to facilitate the dissemination of the notices required in Section 11.1;

(b) to advise Persons in Canada who purchased LCD Large Screen Products from the Settling Defendants during the Class Period of any subsequent settlement agreement reached in the Proceedings, any related approval hearings, and any other major steps in the Proceedings;

(c) to facilitate the claims administration process with respect to this Settlement Agreement and any other settlement agreement(s) achieved or court awards issued in the Proceedings; and

(d) as otherwise authorized in Section 4.

(3) All information provided by the Settling Defendants pursuant to Section 12 shall be dealt with in accordance with Section 4.2, except that Class Counsel may disclose all information provided by the Settling Defendants pursuant to Section 12.2(1) to any Court-appointed notice provider and/or the Claims Administrator, to the extent reasonably necessary for the purposes enumerated in Section 12.2(2). Any Court-appointed notice provider and/or the Claims Administrator shall be bound by the same confidentiality obligations set out in Section 4.2. If this Settlement Agreement is terminated, all information provided by the Settling Defendants pursuant to Section 12.2(1) shall be dealt with in accordance with Section 6.2(1)(d) and no record of the information so provided shall be retained by Class Counsel in any form whatsoever.

(4) The Settling Defendants will make themselves reasonably available to respond to questions respecting the information provided pursuant to Section 12.2(1) from Class Counsel or any Court-appointed notice provider and/or the Claims Administrator.

(5) The Settling Defendants' obligations pursuant to this Section 12.2 shall not be affected by the release provisions contained in Section 7 of this Settlement Agreement. Unless this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason, the Settling Defendants' obligations to cooperate pursuant to this Section 12.2 shall cease when the Proceedings are resolved as against all Defendants and all settlement funds or court awards have been distributed.

(6) The Settling Defendants shall bear no liability with respect to the completeness or accuracy of the information provided pursuant to this Section 12.2.

Section 13 - Class Counsel Fees and Administrative Expenses

(1) Class Counsel may seek the Courts' approval to pay Class Counsel Fees and Administration Expenses contemporaneous with seeking approval of this Settlement Agreement or at such other time as they may determine in their sole discretion.

(2) The costs of the notices referred to in Section 11.1 and the translation referred to in Section 14.12 shall be paid by Ontario Counsel out of the Trust Account, as they become due.

(3) Except as provided in Section 13(2), Class Counsel Fees and Administration Expenses may only be paid out of the Trust Account after the Effective Date.

(4) Class Counsel reserve the right to bring motions to the Courts for payment out of the Account for any future adverse cost awards and future disbursements.

(5) The Settling Defendants shall not be liable for any fees, disbursements or taxes of the lawyers, experts, advisors, agents, or representatives retained by Class Counsel, the Plaintiffs or the Settlement Class Members, any amounts to which the Fonds d'aide aux recours collectif in Quebec may be entitled, or any lien of any Person on any payment to any Settlement Class Member from the Settlement Amount.

Section 14 - Miscellaneous

14.1 Motions for Directions

(1) Class Counsel or the Settling Defendants may apply to the Ontario Court for directions in respect of the interpretation, implementation and administration of this Settlement Agreement. Motions for directions that do not relate specifically to the matters affecting the BC Action and/or the Quebec Action shall be determined by the Ontario Court.

(2) All motions contemplated by this Settlement Agreement shall be on notice to the Parties.

14.2 Releasees Have No Liability for Administration

(1) The Releasees have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement or Distribution Protocol.

14.3 Headings, etc.

(1) In this Settlement Agreement:

(a) the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and

(b) the terms "this Settlement Agreement", "hereof", "hereunder", "herein", and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement.

14.4 Computation of Time

(1) In the computation of time in this Settlement Agreement, except where a contrary intention appears,

(a) where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and

(b) only in the case where the time for doing an act expires on a holiday (as "holiday" is defined in the *Rules of Civil Procedure*, RRO 1990, Reg 194), the act may be done on the next day that is not a holiday.

14.5 Ongoing Jurisdiction

(1) Each of the Courts shall retain exclusive jurisdiction over each Proceeding commenced in its jurisdiction, the Parties thereto and the Class Counsel Fees in that Proceeding.

(2) No Party shall ask a Court to make any order or give any direction in respect of any matter of shared jurisdiction unless that order or direction is conditional upon a complementary order or direction being made or given by the other Court(s) with which it shares jurisdiction over that matter.

(3) Notwithstanding Sections 14.5(1) and 14.5(2), the Ontario Court shall exercise jurisdiction with respect to implementation, administration, interpretation and enforcement of the

terms of this Settlement Agreement, and the Plaintiffs, Settlement Class Members and Settling Defendants attorn to the jurisdiction of the Ontario Court for such purposes. Issues related to the administration of this Settlement Agreement, the Trust Account, and other matters not specifically related to the BC Action or the Quebec Action shall be determined by the Ontario Court.

14.6 Governing Law

(1) Subject to Section 14.6(2), this Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario.

(2) Notwithstanding Section 14.6(1), for matters relating specifically to the BC Action or the Quebec Action, as applicable, the BC Court or the Quebec Court, as applicable, shall apply the law of its own jurisdiction.

14.7 Entire Agreement

(1) This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

14.8 Amendments

(1) This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties, and any such modification or amendment must be approved by the Courts with jurisdiction over the matter to which the amendment relates.

14.9 Binding Effect

(1) This Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiffs, the Settlement Class Members, the Settling Defendants, the Releasors, the Releasees and all of their successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made by the Plaintiffs shall be binding upon all Releasors and

each and every covenant and agreement made by the Settling Defendants shall be binding upon all of the Releasees.

14.10 Counterparts

(1) This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile or PDF signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

14.11 Negotiated Agreement

(1) This Settlement Agreement has been the subject of negotiations and discussions among the undersigned, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

14.12 Language

(1) The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais. Nevertheless, if required by the Courts, Class Counsel and/or a translation firm selected by Class Counsel shall prepare a French translation of the Settlement Agreement, the cost of which shall be paid from the Settlement Amount. In the event of any dispute as to the interpretation or application of this Settlement Agreement, only the English version shall govern.

14.13 Transaction

(1) The present Settlement Agreement constitutes a transaction in accordance with Articles 2631 and following of the *Civil Code of Quebec*, and the Parties are hereby renouncing any errors of fact, of law and/or of calculation.

14.14 Recitals

(1) The recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

14.15 Schedules

(1) The Schedules annexed hereto form part of this Settlement Agreement.

14.16 Acknowledgements

(1) Each of the Parties hereby affirms and acknowledges that:

(a) he, she or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood the Settlement Agreement;

(b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her or the Party's representative by his, her or its counsel;

(c) he, she or the Party's representative fully understands each term of the Settlement Agreement and its effect; and

(d) no Party has relied upon any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other Party, beyond the terms of the Settlement Agreement, with respect to the first Party's decision to execute this Settlement Agreement.

14.17 Authorized Signatures

(1) Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement on behalf of the Parties identified above their respective signatures and their law firms.

14.18 Notice

(1) Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication or document shall be

provided by email, facsimile or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

For the Plaintiffs and for Class Counsel:

Charles M. Wright and Linda Visser
SISKINDS LLP
Barristers and Solicitors
680 Waterloo Street
London, ON N6A 3V8
Tel: 519-660-7753
Fax: 519-672-6065
Email: charles.wright@siskinds.com
linda.visser@siskinds.com

J. J. Camp, Q.C. and Reidar Mogerman
CAMP FIORANTE MATTHEWS
MOGERMAN
4th Floor, 856 Homer St.
Vancouver, BC V6B 2W5
Tel: 604-689-7555
Fax: 604-689-7554
Email: jjcamp@cfmlawyers.ca
rmogerman@cfmlawyers.ca

Brian A. Garneau
BOUCHARD PAGÉ TREMBLAY, AVOCATS
S.E.N.C.
825, boulevard Lebourgneuf, 510
Québec (Québec) G2J 0B9
Tel: 418.622.6699
Fax: 418.628.1912
Email: brianagarneau@bptavocats.com

For the Settling Defendants:

Laura Cooper and Zohaib Maladwala
FASKEN MARTINEAU DUMOULIN LLP
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Tel: 416 865 5471
Fax: 416 364 7813
Email: lcooper@fasken.com
zmaladwala@fasken.com

14.19 Date of Execution

(1) The Parties have executed this Settlement Agreement as of the date on the cover page.

THE FANSHAWE COLLEGE OF APPLIED ARTS AND TECHNOLOGY on its own behalf and on behalf of the Settlement Class, by its counsel

Name of Authorized Signatory: Charles Wright

Signature of Authorized Signatory:

Siskinds LLP
Ontario Counsel

KRISTOPHER GRUBER on his own behalf and on behalf of the Settlement Class, by his counsel

Name of Authorized Signatory: Charles Wright

Signature of Authorized Signatory: Per CFM.

Camp Fiorante Matthews Mogerman
BC Counsel

COMMUNICATION MEGA-SAT INC. on its own behalf and on behalf of the Settlement Class, by its counsel

Name of Authorized Signatory: Charles Wright

Signature of Authorized Signatory: Per BPT.

Bouchard Pagé Tremblay, Avocats s.e.n.c.
Quebec Counsel

TOSHIBA CORPORATION, on behalf of itself and TOSHIBA MOBILE DISPLAY CO., LTD. (formerly known as TOSHIBA MATSUSHITA DISPLAY TECHNOLOGY CO. LTD. and subsequently known as JAPAN DISPLAY CENTRAL INC. and now part of JAPAN DISPLAY INC.), TOSHIBA AMERICA INC. (incorrectly named as TOSHIBA AMERICA CORPORATION), and TOSHIBA OF CANADA LIMITED by its counsel

Name of Authorized Signatory: LARA F. COOPER / FASKEN MARTINEAU DUMOULIN LLP

Signature of Authorized Signatory:

Fasken Martineau DuMoulin LLP

SCHEDULE "A"

Proceedings

Court and File No.	Plaintiffs' Counsel	Plaintiff	Defendants	Settlement Class
Ontario Action				
Ontario Superior Court of Justice, Court File No. 54054CP	Siskinds LLP	The Fanshawe College of Applied Arts and Technology	LG Philips LCD Co., Ltd., L.G. Philips LCD America, Inc., Sharp Corporation, Sharp Electronics Corporation, Sharp Electronics of Canada Ltd., Toshiba Corporation, Toshiba Matsushita Display Technology Co., Ltd., Toshiba America Corporation, Toshiba of Canada Limited, and AU Optronics Corporation America	All Persons in Canada who purchased LCD Large Screen Products during the Class Period, except the Excluded Persons and Persons who are included in the Quebec Class and the BC Class.
BC Action				
British Columbia Supreme Court File No S071569 (Vancouver Registry	Camp Fiorante Matthews Mogerman	Kristopher Gruber	LG Display Co., Ltd. fka LG Philips LCD Co., Ltd.. LG Display America, Inc. fka LG Philips LCD America, Inc., Sharp Corporation, Sharp Electronics Corporation, Sharp Electronics of Canada Ltd., Toshiba Corporation, Toshiba Matsushita Display Technology Co., Ltd., Toshiba America Inc., Toshiba of Canada Limited, AU Optronics Corp., AU Optronics Corporation America.	All Persons in British Columbia who purchased LCD Large Screen Products during the Class Period, excerpt the Excluded Persons.

Court and File No.	Plaintiffs' Counsel	Plaintiff	Defendants	Settlement Class
			and HannStar Display Corporation	
Quebec Action				
Superior Court of Quebec (District of Quebec), File No. 200-06-00082-076	Bouchard Pagé Tremblay, Avocats s.e.n.c.	Communication Mega-Sat Inc.	AU Optronics Corp., AU Optronics Corporation America, HannStar Display Corporation, L.G. Philips LCD America, Inc., LG Philips LCD Co., Ltd., Sharp Corporation, Sharp Electronics Corporation, Sharp Electronics of Canada Ltd., Toshiba America Corporation, Toshiba Corporation, Toshiba Matsushita Display Technology Co., Ltd., Toshiba of Canada Limited	All (i) individuals in Quebec and (ii) legal persons resident in Quebec established for a private interest, partnership or association which had under its direction or control no more than 50 persons bound to it by a contract of employment who purchased LCD Large Screen Products during the Class Period, except Excluded Persons.

SCHEDULE "B"

Court File No. 54054CP

ONTARIO
SUPERIOR COURT OF JUSTICE

The Honourable	)		, the day
	)		
Justice Grace	)	of	, 2015

B E T W E E N:

THE FANSHAWE COLLEGE OF APPLIED ARTS AND TECHNOLOGY

Plaintiff

- and -

LG PHILIPS LCD CO., LTD., L.G. PHILIPS LCD AMERICA, INC., SAMSUNG ELECTRONICS CO. LTD., SAMSUNG ELECTRONICS CANADA INC., HITACHI LTD., HITACHI DISPLAYS, LTD., HITACHI CANADA, LTD., HITACHI AMERICA LTD., HITACHI ELECTRONICS DEVICES (USA) INC., SHARP CORPORATION, SHARP ELECTRONICS CORPORATION, SHARP ELECTRONICS OF CANADA LTD., TOSHIBA CORPORATION, TOSHIBA MATSUSHITA DISPLAY TECHNOLOGY CO., LTD., TOSHIBA AMERICA CORPORATION, TOSHIBA OF CANADA LIMITED, AU OPTRONICS CORPORATION AMERICA, INNOLUX CORPORATION, CHI MEI OPTOELECTRONICS USA, INC., CHI MEI OPTOELECTRONICS JAPAN CO., LTD. and CHUNGHWA PICTURE TUBES, LTD.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER

THIS MOTION made by the Plaintiff for an Order approving the short-form and long-form notice of settlement approval hearing ("Notice of Hearing") and the plan of dissemination of said notices was heard by teleconference this day at the Court House, 80 Dundas Street, London, Ontario.

ON READING the materials filed, including the settlement agreement dated ●, 2015 attached to this Order as Schedule "A" (the "Settlement Agreement"), and on hearing the submissions of counsel for the Plaintiff and counsel for the Settling Defendants, and on being advised that counsel for the Non-Settling Defendants take no position on this motion;

AND ON BEING ADVISED that the Plaintiff and the Settling Defendants consent to this Order:

1. **THIS COURT ORDERS** that, for the purposes of this Order, except to the extent that they are modified in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.

2. **THIS COURT ORDERS** that the short-form and long-form of the Notice of Hearing are hereby approved substantially in the form attached hereto as Schedules "B" and "C", respectively.

3. **THIS COURT ORDERS** that the plan of dissemination of the Notice of Hearing to settlement class members (the "Plan of Dissemination") is hereby approved in the form attached hereto as Schedule "D".

4. **THIS COURT ORDERS** that the Notice of Hearing shall be disseminated in accordance with the Plan of Dissemination.

5. **THIS COURT ORDERS** that this Order is contingent upon parallel orders being made by the BC Court and the Quebec Court, and the terms of this Order shall not be effective unless and until such orders are made by the BC Court and the Quebec Court.

The Honourable Justice Grace

SCHEDULE "C"

Court File No. 54054CP

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	_____, THE _____ DAY
JUSTICE GRACE	)	OF _____, 2015

B E T W E E N:

THE FANSHAWE COLLEGE OF APPLIED ARTS AND TECHNOLOGY

Plaintiff

- and -

LG PHILIPS LCD CO., LTD., L.G. PHILIPS LCD AMERICA, INC., SAMSUNG ELECTRONICS CO. LTD., SAMSUNG ELECTRONICS CANADA INC., HITACHI LTD., HITACHI DISPLAYS, LTD., HITACHI CANADA, LTD., HITACHI AMERICA LTD., HITACHI ELECTRONICS DEVICES (USA) INC., SHARP CORPORATION, SHARP ELECTRONICS CORPORATION, SHARP ELECTRONICS OF CANADA LTD., TOSHIBA CORPORATION, TOSHIBA MATSUSHITA DISPLAY TECHNOLOGY CO., LTD., TOSHIBA AMERICA CORPORATION, TOSHIBA OF CANADA LIMITED, AU OPTRONICS CORPORATION AMERICA, INNOLUX CORPORATION, CHI MEI OPTOELECTRONICS USA, INC., CHI MEI OPTOELECTRONICS JAPAN CO., LTD. and CHUNGHWA PICTURE TUBES, LTD.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER
(Toshiba Settlement Approval)

THIS MOTION made by the Plaintiff for an Order certifying this action as a class proceeding for settlement purposes as it relates to the Defendants, Toshiba Corporation, Toshiba Matsushita Display Technology Co. now operating as Toshiba Mobile Display Co., Ltd, Ltd., Toshiba America Inc. (incorrectly named as Toshiba America Corporation) and Toshiba of Canada Limited (collectively the "Settling Defendants"), and approving the Settlement Agreement entered into with the Settling Defendants was heard this day at the Court House, 80 Dundas Street, London, Ontario.

AND ON BEING ADVISED that the deadline for opting out of the Ontario Action has passed, and there was one Person who validly and timely exercised the right to opt-out;

AND ON BEING ADVISED that the deadline for objecting to the Settlement Agreement has passed and there have been ● objections to the Settlement Agreement;

AND ON BEING ADVISED that the Plaintiff and the Settling Defendants consent to this Order:

ON READING the materials filed, including the settlement agreement attached to this Order as Schedule "A" (the "Settlement Agreement"), and on hearing the submissions of counsel for the Plaintiffs and counsel for the Settling Defendants:

1. **THIS COURT ORDERS** that, in addition to the definitions used elsewhere in this Order, for the purposes of this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.

2. **THIS COURT ORDERS** that this action be certified as a class proceeding as against the Settling Defendants for settlement purposes only.

3. **THIS COURT ORDERS** that the Settlement Class be defined as:

> All Persons in Canada who purchased LCD Large Screen Products during the Class Period, except the Excluded Persons and Persons who are included in the Quebec Class and the BC Class.

4. **THIS COURT ORDERS** that The Fanshawe College of Applied Arts and Technology be appointed as the representative plaintiff for the Settlement Class.

5. **THIS COURT ORDERS** that the following issue is common to Settlement Class Members:

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

6. **THIS COURT ORDERS** that paragraphs 2 to 5 of this Order, including the certification of the Ontario Action as against the Settling Defendants for settlement purposes and the definitions of the Ontario Settlement Class and the Common Issue, is without prejudice to any position the Non-Settling Defendants have taken or may in the future take in the Proceedings, including in relation to certification, class definition, statement of common issues or any motion to amend any certification order.

7. **THIS COURT ORDERS** that the Settlement Agreement is fair, reasonable and in the best interests of the Settlement Class.

8. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved pursuant to s. 29 of the *Class Proceedings Act, 1992* and shall be implemented and enforced in accordance with its terms.

9. **THIS COURT ORDERS** that this Order, including the Settlement Agreement, is binding upon each Settlement Class Member including those Persons who are minors or mentally incapable and the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure* are dispensed with in respect of the Ontario Action.

10. **THIS COURT ORDERS** that, upon the Effective Date, each Settlement Class Member shall consent and shall be deemed to have consented to the dismissal as against the

Releasees of any Other Actions he, she or it has commenced, without costs and with prejudice.

11. **THIS COURT ORDERS** that, upon the Effective Date, each Other Action commenced in Ontario by any Ontario Settlement Class Member shall be and is hereby dismissed against the Releasees, without costs and with prejudice.

12. **THIS COURT ORDERS** that, upon the Effective Date, subject to paragraph 14, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.

13. **THIS COURT ORDERS** that, upon the Effective Date, each Releasor shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any proceeding, cause of action, claim or demand against any Releasee or any other Person who may claim contribution or indemnity, or other claims over relief, from any Releasee, whether pursuant to the *Negligence Act*, RSO 1990, c. N. 1 or other legislation or at common law or equity in respect of any Released Claim, except for the continuation of the Proceedings against the Non-Settling Defendants or named or unnamed co-conspirators that are not Releasees or, if the Proceedings are not certified or authorized with respect to the Non-Settling Defendants, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendant or named or unnamed co-conspirator that is not a Releasee.

14. **THIS COURT ORDERS** that the use of the terms "Releasors" and "Released Claims" in this Order does not constitute a release of claims by those Ontario Settlement Class

Members who are resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors.

15. **THIS COURT ORDERS** that, upon the Effective Date, each Ontario Settlement Class Member who is resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors covenants and undertakes not to make any claim in any way nor to threaten, commence, participate in or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims.

16. **THIS COURT ORDERS** that all claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Proceedings or otherwise, by any Non-Settling Defendant, by any named or unnamed co-conspirator that is not a Releasee or by any other Person or party, against a Releasee, or by a Releasee against any Non-Settling Defendant or any named or unnamed co-conspirator that is not a Releasee, are barred, prohibited and enjoined in accordance with the terms of this Order (unless such claim is made in respect of a claim by a Person who has validly opted out of the Proceedings);

17. **THIS COURT ORDERS** that if, in the absence of paragraph 16 above, this Court determines that there is a right of contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise:

(a) the Ontario Plaintiffs and Ontario Settlement Class Members shall not be entitled to claim or recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee that portion

of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;

(b) the Ontario Plaintiffs and Ontario Settlement Class Members shall limit their claims against the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to include, and shall be entitled to recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, only those claims for damages (including punitive damages, if any), restitutionary award, disgorgement of profits, costs, and interest attributable to the aggregate of the several liability of the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to the Ontario Plaintiffs and Ontario Settlement Class Members, if any, and, for greater certainty, Ontario Settlement Class Members shall be entitled to claim and recover on a joint and several basis as between the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, to the extent provided by law; and

(c) this Court shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the Ontario Action, whether or not the Releasees remain in the Ontario Action or appear at the trial or other disposition, and the Proportionate Liability of the Releasees shall be determined as if the Releasees are parties to the Ontario Action and any determination by this Court in

respect of the Proportionate Liability of the Releasees shall only apply in the Ontario Action and shall not be binding on the Releasees in any other proceeding

18. **THIS COURT ORDERS** that if, in the absence of paragraph 16 hereof, the Non-Settling Defendants would not have the right to make claims for contribution and indemnity or other claims over, whether in equity or in law, by statute or otherwise, from or against the Releasees, then nothing in this Order is intended to or shall limit, restrict or affect any arguments which the Non-Settling Defendants may make regarding the reduction of any assessment of damages, restitutionary award, disgorgement of profits or judgment against them in favour of the Settlement Class Members in the Ontario Action.

19. **THIS COURT ORDERS** that a Non-Settling Defendant may, on motion to this Court determined as if the Settling Defendants remained party to the Ontario Action and on at least ten (10) days' notice to Counsel for the Settling Defendants, and not to be brought unless and until the Ontario Action against the Non-Settling Defendants has been certified and all appeals or times to appeal have been exhausted, seek orders for the following:

(a) documentary discovery and an affidavit of documents from the Settling Defendants in accordance with the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194;

(b) oral discovery of a representative of the Settling Defendants, the transcript of which may be read in at trial;

(c) leave to serve a request to admit on the Settling Defendants in respect of factual matters; and/or

(d) the production of a representative of the Settling Defendants to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.

20. **THIS COURT ORDERS** that the Settling Defendants retain all rights to oppose such motion(s) brought under paragraph 19. Moreover, nothing herein restricts the Settling Defendants from seeking a protective order to maintain confidentiality and protection of proprietary information in respect of documents to be produced and/or for information obtained from discovery in accordance with paragraph 19. Notwithstanding any provision in this Order, on any motion brought pursuant to paragraph 19, the Court may make such orders as to costs and other terms as it considers appropriate.

21. **THIS COURT ORDERS** that a Non-Settling Defendant may effect service of the motion(s) referred to in paragraph 19 above by service on Counsel for the Settling Defendants.

22. **THIS COURT ORDERS** that for purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Settling Defendants attorn to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order.

23. **THIS COURT ORDERS** that, except as provided herein, this Order does not affect any claims or causes of action that any Settlement Class Member has or may have in the Ontario Action against the Non-Settling Defendants or named or unnamed co-conspirators who are not Releasees.

24. **THIS COURT ORDERS** that no Releasee shall have any responsibility or liability whatsoever relating to the administration of the Settlement Agreement; to administration, investment, or distribution of the Trust Account; or to the Distribution Protocol.

25. **THIS COURT ORDERS** that Ontario Counsel shall hold the Settlement Amount, plus any accrued interest, in trust for the benefit of the Settlement Classes pending further orders of the Courts.

26. **THIS COURT ORDERS** that any documents provided by the Settling Defendants to the Plaintiffs pursuant to the Settlement Agreement may be designated "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" by the Settling Defendants (or may have already been so designated in the U.S. Litigation). In connection with this action, including but not limited to discovery, the Plaintiffs, Class Counsel and the Defendants shall treat any documents designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" in a manner consistent with the Stipulated Protective Order granted in the U.S. Litigation and attached as Schedule "D" to the Settlement Agreement. Notwithstanding the foregoing, the Plaintiffs, Class Counsel and the Defendants are not required to treat any publicly available documents in a manner consistent with the Stipulated Protective Order granted in the U.S. Litigation.

27. **THIS COURT ORDERS** that the approval of the Settlement Agreement is contingent upon approval by the BC Court and the Quebec Court, and the terms of this Order shall not be effective unless and until the Settlement Agreement is approved by the BC Court and the Quebec Court, the BC Action has been dismissed with prejudice and without costs as against the Settling Defendants, and the Parties have signed and filed a declaration of settlement out of court with the Quebec Court. If such orders are not secured in Quebec and British Columbia, this Order shall be null and void and without prejudice to the rights of the Parties to proceed with this action and any agreement between the parties incorporated in this Order shall be deemed in any subsequent proceedings to have been made without prejudice.

28. **THIS COURT ORDERS** that this Order shall be declared null and void on subsequent motion made on notice in the event that the Settlement Agreement is terminated in accordance with its terms.

29. **THIS COURT ORDERS** that this action be and is hereby dismissed against the Settling Defendants, without costs and with prejudice.

THE HONOURABLE JUSTICE GRACE

SCHEDULE "D"

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

In Re TFT-LCD (FLAT PANEL) ANTITRUST LITIGATION	No.: M-07-1827 SI MDL NO. 1827 STIPULATED PROTECTIVE ORDER
This Document Relates to: ALL ACTIONS.	

1. PURPOSES AND LIMITATIONS.

Disclosure and discovery activity in this action may involve production of trade secrets or other confidential research, development, or commercial information, within the meaning of Fed.R.Civ.P. 26(c); or other private or competitively sensitive information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation would be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords extends only to the limited information or items that are entitled under the applicable legal principles to confidential treatment. The parties further acknowledge, as set forth in Section 10, below, that this Stipulated Protective Order creates no entitlement to file confidential information under seal. Civil Local Rule 79-5 sets forth the

procedures that must be followed and reflects the standards that will be applied when a party seeks permission from the Court to file material under seal, and is hereby incorporated by reference.

2. DEFINITIONS.

2.1 Party: any party to this action, including all of its officers, directors, and employees.

2.2 Disclosure or Discovery Material: all items or information, regardless of the medium or manner generated, stored, or maintained (including, among other things, documents, testimony, transcripts, or tangible things) that are produced or generated in disclosures or responses to discovery in this matter.

2.3 Confidential Information or Items: information (regardless of how generated, stored or maintained) or tangible things that qualify for protection under standards developed under Fed.R.Civ.P. 26(c).

2.4 Highly Confidential Information or Items: extremely sensitive Confidential Information or Items whose disclosure to another Party or non-party would create a substantial risk of injury that could not be avoided by less restrictive means.

2.5 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

2.6 Producing Party: a Party or non-party that produces Disclosure or Discovery Material in this action.

2.7. Designating Party: a Party or non-party that designates information or items that it produces in disclosures or in responses to discovery as "Confidential" or "Highly Confidential."

2.8 Protected Material: any Disclosure or Discovery Material that is designated as "Confidential" or as "Highly Confidential."

2.9. Outside Counsel: attorneys, along with their paralegals, and other support personnel, who are not employees of a Party but who are retained to represent or advise a Party in this action.

2.10 In House Legal Personnel: attorneys and other personnel employed by a Party to perform legal functions who are responsible for overseeing this litigation for the Party.

2.11 Counsel (without qualifier): Outside Counsel and In House Legal Personnel (as well as their support staffs, including but not limited to attorneys, paralegals, secretaries, law clerks, and investigators).

2.12 Expert and/or Consultant: a person with specialized knowledge or experience in a matter pertinent to the litigation, along with his or her employees and support personnel, who has been retained by a Party or its Counsel to serve as an expert witness or as a consultant in this action, and who is not currently an employee, nor has been an employee within four years of the date of entry of this Order, of a Party or of a TFT-LCD business unit of a non-party, and who, at the time of retention, is not anticipated to become an employee of a Party or of a TFT-LCD business unit of a non-party. This definition includes a professional jury or trial consultant retained in connection with this litigation.

2.13 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations; organizing, storing, retrieving data in any form or medium; *etc.*) and their employees and subcontractors.

3. SCOPE.

The protections conferred by this Stipulated Protective Order cover not only Protected Material (as defined above), but also any information copied or extracted therefrom, as well as all copies, excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations by Parties or Counsel in settings that might reveal Protected Material. However, this Order shall not be construed to cause any Counsel to produce, return, and/or destroy their own attorney work product, or the work product of their co-counsel.

4. DURATION.

The confidentiality obligations imposed by this Order shall remain in effect until the Designating Party agrees otherwise in writing or this Court orders otherwise.

5. DESIGNATING PROTECTED MATERIAL.

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or non-party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards and avoid indiscriminate designations.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection at all, or do not qualify for the level of protection initially asserted, that Designating Party must promptly notify all Receiving Parties that it is withdrawing or changing the mistaken designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (*see*, *e.g.*, section 5.2(b), below), or as otherwise stipulated or ordered, material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced. Notwithstanding the preceding sentence, should a Producing Party discover that it produced material that was not designated as Protected Material or that it produced material that was designated as Protected Material but had designated that Protected Material in the incorrect category of Protected Material, the Producing Party may notify all Parties, in writing, of the error and identifying (by bates number or other individually identifiable information) the affected documents and their new designation or re-designation. Thereafter, the material so designated or re-designated will be treated as Protected Material. Promptly after providing such notice, the Producing Party shall provide re-labeled copies of the material to each Receiving Party reflecting the change in designation. The Receiving Party will replace the incorrectly designated material with the newly designated materials and will destroy the incorrectly designated materials.

Designation in conformity with this Order requires:

(a) for information in documentary form (apart from transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" on each page that contains protected material.

(b) for testimony given in deposition, that a Party, or a non-party that sponsors, offers, gives, or elicits the testimony, designate any portion of the testimony as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL," either on the record before the deposition is concluded, or in writing on or before the later of (i) fourteen days after the final transcript is received or (ii) the date by which any review by the witness and corrections to the transcript are to be completed under Fed. R. Civ. P. 30(e). Only those portions of the testimony that are designated for protection in accordance with the preceding sentence shall be covered by the provisions of this Stipulated Protective Order. The entire testimony shall be deemed to have been designated Highly Confidential until the time within which the transcript may be designated has elapsed. If testimony is not designated within the prescribed time period, then such testimony shall not be deemed Confidential or Highly Confidential except as ordered by the Court.

Transcript pages containing Protected Material must be separately bound by the court reporter, who must affix to each such page the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL," as instructed by the Party or nonparty sponsoring, offering, giving or eliciting the witness' testimony.

(c) for information produced in electronic or video format, and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information or item is stored the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL."

5.3 Inadvertent Failures to Designate. If corrected, an inadvertent failure to designate qualified information or items as "Confidential" or "Highly Confidential" does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. If material is re-designated as "Confidential" or "Highly Confidential" after the material was initially produced, the Receiving Party, upon notification of the designation, must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

5.4 Increasing the Designation of Information or Items Produced by Other Parties or Non-Parties. Subject to the standards of paragraph 5.1, a Party may increase the designation (*i.e.*, change any Disclosure or Discovery Material produced without a designation to a designation of "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" or designate any Disclosure or Discovery Material produced as "CONFIDENTIAL" to a designation of "HIGHLY CONFIDENTIAL") of any Discovery Material produced by any other Party or non-Party, provided that said Discovery Material contains the upward Designating Party's own Confidential or Highly Confidential Information. Any such increase in the designation of a document shall be made within 90 days of the date of its production, unless good cause is shown for a later increase in the designation.

Increasing a designation shall be accomplished by providing written notice to all Parties identifying (by bates number or other individually identifiable information) the Disclosure or Discovery Material whose designation is to be increased. Promptly after providing such notice, the upward Designating Party shall provide re-labeled copies of the material to each Receiving Party reflecting the change in designation. The Receiving Party will replace the incorrectly designated material with the newly designated materials and will destroy the incorrectly designated materials. Any Party may object to the increased designation of Disclosure or Discovery Materials pursuant to the procedures set forth in paragraph 6 regarding challenging designations. The upward Designating Party shall bear the burden of establishing the basis for the increased designation.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS.

6.1 Timing of Challenges. A Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

6.2 Meet and Confer. A Party that elects to initiate a challenge to a Designating Party's confidentiality designation must do so in good faith and must begin the process by notifying the Designating Party in writing, by telephone or in person of its challenge and identify the challenged material, then conferring directly in voice to voice dialogue (other

forms of communication are not sufficient) with counsel for the Designating Party. The Parties must then meet and confer in good faith. Each Party must explain the basis for its respective position about the propriety of the challenged confidentiality designations. The parties shall have fourteen (14) days from the initial notification of a challenge to complete this meet and confer process.

6.3 Judicial Intervention. In any judicial proceeding challenging a confidentiality designation, the burden of persuasion with respect to the propriety of the confidentiality designation shall remain upon the Designating Party. If the parties are not able to resolve a dispute about a confidentiality designation within the time provided in paragraph 6.2, above, the parties shall, within fourteen (14) days thereafter, prepare and present to the Special Master a joint letter brief that identifies the challenged material and sets forth the respective positions of the parties about the propriety of the challenged confidentiality designations. Until the ruling on the dispute becomes final pursuant to the provisions of Pre-Trial Order No. 4, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Designating Party's designation.

In the event that the final ruling is that the challenged material is not confidential or that its designation should be changed, the Designating Party shall reproduce copies of all materials with their designations removed or changed in accordance with the ruling within thirty (30) days at the expense of the Designating Party.

7. ACCESS TO AND USE OF PROTECTED MATERIAL.

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by a Producing Party only in connection with this action for prosecuting, defending, or attempting to settle this action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the litigation has been terminated, a Receiving Party must comply with the provisions of section 11, below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized

under this Order. For purposes of this Order, a secure website, or other internet-based document depository with adequate security, shall be deemed a secure location.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of record in this action, as well as employees of said counsel to whom it is reasonably necessary to disclose the information for this litigation;

(b) current or former officers, directors, and employees of Parties to whom disclosure is reasonably necessary for this litigation and who have signed the "Agreement To Be Bound by Protective Order" (Exhibit A);

(c) Experts and/or Consultants with respect to each of whom (1) disclosure is reasonably necessary for this litigation, and (2) an "Agreement To Be Bound by Protective Order" (Exhibit A) has been signed;

(d) the Court and its personnel;

(e) stenographers, their staffs, and professional vendors to whom disclosure is reasonably necessary for this litigation and who have signed the "Agreement To Be Bound by Protective Order" (Exhibit A);

(f) the author, addressees, or recipients of the document, or any other natural person who would have likely reviewed such document during his or her employment as a result of the substantive nature of his or her employment position, or who is specifically identified in the document, or whose conduct is purported to be specifically identified in the document;

(g) witnesses in the action to whom disclosure is reasonably necessary for this litigation and who have signed the "Agreement To Be Bound by Protective Order" (Exhibit A); provided that, Confidential Information may be disclosed to a witness during their deposition, but only if they have executed the "Agreement to Be Bound by Protective Order" (Exhibit A), which shall be made an exhibit to the deposition

transcript, or have agreed on the record to keep the information confidential and not to use it for any purpose, or have been ordered to do so; and provided further that, pages of transcribed deposition testimony or exhibits to depositions that reveal Confidential Information must be marked "Confidential" and separately bound by the court reporter and not included in the main deposition transcript and exhibit binder, and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(h) any other person to whom the Designating Party agrees in writing or on the record, and any other person to whom the Court compels access to the Confidential Information.

7.3 Disclosure of "HIGHLY CONFIDENTIAL" Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "HIGHLY CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of record in this action, as well as employees of said counsel to whom it is reasonably necessary to disclose the information for this litigation;

(b) Experts and/or Consultants with respect to each of whom (1) disclosure is reasonably necessary for this litigation, and (2) an "Agreement To Be Bound by Protective Order" (Exhibit A) has been signed;

(c) the Court and its personnel;

(d) stenographers, their staffs, and professional vendors to whom disclosure is reasonably necessary for this litigation and who have signed the "Agreement to Be Bound by Protective Order" (Exhibit A);

(e) the author, addressees or recipients of the document, or any other natural person who would have likely reviewed such document during his or her employment as a result of the substantive nature of his or her employment position, or who is specifically identified in the document, or whose conduct is purported to be specifically identified in the document;

(f) deposition witnesses but only during their depositions and only if they have executed the "Agreement to Be Bound by Protective Order" (Exhibit A), which shall be made an exhibit to the deposition transcript, or have agreed on the record to keep the information confidential and not to use it for any purpose, or have been ordered to do so; and in addition, if the witness is an employee of a Party or is a former employee of a Party, then In House Legal Personnel of the Party in attendance at the deposition of such a witness, may also be present during that portion of the deposition but only if the In House Legal Personnel has signed the "Agreement to Be Bound by Protective Order" (Exhibit A); provided that, pages of transcribed deposition testimony or exhibits to depositions that reveal Highly Confidential Information must be marked "Highly Confidential" and separately bound by the court reporter and not included in the main deposition transcript and exhibit binder, and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and provided, further that, the parties will meet and confer if the Designating Party believes a particular document requires different treatment for use at deposition; and

(g) any other person to whom the Designating Party agrees in writing or on the record, and any other person to whom the Court compels access to the Highly Confidential Information.

7.4 Retention of Exhibit A. Outside Counsel for the Party that obtains the signed "Agreements To Be Bound by Protective Order" (Exhibit A), as required above, shall retain them for one year following the final termination of this action, including any appeals, and shall make them available to other Parties upon good cause shown.

7.5 Retention of Protected Material. Persons who have been shown Protected Material pursuant to Section 7.2(b), (f), or (g), or Section 7.3(e) or (f) shall not retain copies of such Protected Material.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION.

If a Receiving Party is served with a discovery request, subpoena or an order issued in other litigation that would compel disclosure of any information or items designated in this action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL," the Receiving Party must so notify the Designating Party, in writing (by fax or electronic mail, if possible), along with a copy of the discovery request, subpoena or order, as soon as reasonably practicable.

The Receiving Party also must immediately inform the party who caused the discovery request, subpoena or order to issue in the other litigation that some or all the material covered by the subpoena or order is the subject of this Protective Order. In addition, the Receiving Party must deliver a copy of this Stipulated Protective Order promptly to the party in the other action that caused the discovery request, subpoena or order to issue.

The purpose of imposing these duties is to alert the interested parties to the existence of this Stipulated Protective Order and to afford the Designating Party in this case an opportunity to try to protect its confidentiality interest in the court from which the discovery request, subpoena or order is issued. The Designating Party shall bear the burdens and the expenses of seeking protection in that court of its confidential or highly confidential material. Nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement To Be Bound" that is attached hereto as Exhibit A.

10. FILING PROTECTED MATERIAL.

Without written permission from the Designating Party or a court order secured after appropriate notice to all interested persons, a Party may not file in the public record in this action any Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5.

11. FINAL DISPOSITION.

Unless otherwise ordered or agreed in writing by the Producing Party, within thirty days after the final termination of this action, including any appeals, each Receiving Party must return all Protected Material to the Producing Party. As used in this subdivision, "Protected Material" includes all copies, abstracts, compilations, summaries or any other form of reproducing or capturing any of the Protected Material. The Receiving Party may destroy some or all of the Protected Material instead of returning it. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the thirty day deadline that identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and that affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or other forms of reproducing or capturing any of the Protected Material. Notwithstanding this provision, counsel are entitled to retain an archival copy of all pleadings, motion papers, transcripts, legal memoranda, correspondence or attorney work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION), above.

12. INADVERTENTLY PRODUCED DOCUMENTS.

If a Party at any time notifies any other Party that it inadvertently produced documents, testimony, information, and/or things that are protected from disclosure under the attorney-client privilege, work product doctrine, and/or any other applicable privilege or immunity from disclosure, or the Receiving Party discovers such inadvertent production, the inadvertent production shall not be deemed a waiver of the applicable privilege or protection.

The Receiving Party shall immediately return all copies of such documents, testimony, information and/or things to the inadvertently producing Party and shall not use such items for any purpose until further order of the Court. In all events, such return must occur within three (3) business days of receipt of notice or discovery of the inadvertent production. The return of any discovery item to the inadvertently producing Party shall not in any way preclude the Receiving Party from moving the Court for a ruling that the document or thing was never privileged.

13. ATTORNEY RENDERING ADVICE

Nothing in this Protective Order will bar or otherwise restrict an attorney from rendering advice to his or her client with respect to this matter or from relying upon or generally referring to "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" Disclosure or Discovery Material in rendering such advice; provided however, that in rendering such advice or in otherwise communicating with his or her client, the attorney shall not reveal or disclose the specific content thereof if such disclosure is not otherwise permitted under this Protective Order.

14. DISPOSITIVE MOTION HEARINGS AND TRIAL

The terms of this Protective Order shall govern in all circumstances except for presentations of evidence and argument at hearings on dispositive motions and at trial. The parties shall meet and confer in advance of such proceedings and seek the guidance of the Court as to appropriate procedures to govern such proceedings.

15. MISCELLANEOUS.

15.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

15.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

IT IS SO STIPULATED.

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PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: _____

Susan Illston
Hon. Susan Illston
United States District Judge

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DATED:_ _____

_____
Hon. Susan Illston
United States District Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print full name], of _____ [print or type full address], declare under penalty of perjury under the laws of the United States of America that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Northern District of California, San Francisco Division, in the case of In Re TFT-LCD (FLAT PANEL) ANTITRUST LITIGATION, No.: M-07-1827 SI, MDL No. 1827.

I agree to comply with and to be bound by all the terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

Date: _____

City and State (or Country) where sworn and signed: _____

Printed name: _____

Signature: _____

No. S071569
Vancouver Registry

In the Supreme Court of British Columbia

Between:

Kristopher Gruber

Plaintiff

and:

LG Display Co., Ltd. fka LG Philips LCD Co., Ltd., LG Display America, Inc. fka LG Philips LCD America, Inc., Samsung Electronics Co. Ltd., Samsung Electronics Canada Inc., Hitachi Ltd., Hitachi Displays, Ltd., Hitachi Canada, Ltd., Hitachi America Ltd., Hitachi Electronics Devices (USA), Inc., Epson Imaging Devices Corporation fka Sanyo Epson Imaging Devices Corporation, Sharp Corporation, Sharp Electronics Corporation, Sharp Electronics of Canada Ltd., Toshiba Corporation, Toshiba Matsushita Display Technology Co., Ltd., Toshiba America Inc., Toshiba of Canada Limited, AU Optronics Corp., AU Optronics Corporation America, Chi Mei Optoelectronics Corporation, Chi Mei Corporation, Nexgen Mediatech, Inc., Nexgen Mediatech USA, Inc., Chi Mei Optoelectronics Japan Co., Ltd. fka International Display Technology Co., Ltd., Chi Mei Optoelectronics USA, Inc. fka International Display Technology USA Inc., Chunghwa Picture Tubes, Ltd. and HannStar Display Corporation

Defendants

BROUGHT UNDER THE *CLASS PROCEEDINGS ACT*, R.S.B.C. 1996, c. 50

ORDER MADE AFTER APPLICATION

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via Mike Bike