

No. S071569
Vancouver Registry

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

BEFORE THE HONOURABLE MR. JUSTICE
MYERS

)
)
)

30/Sep/2013

☒ ON THE APPLICATION of the Plaintiff coming on for hearing at the Courthouse, 800 Smithe Street, Vancouver, BC, on 30/Sep/2013 and on hearing J.J. Camp, QC for the Plaintiff and David Neave for the Defendants Samsung Electronics Co., Ltd. and Samsung Electronics Canada Inc. (collectively "Samsung" or "Settling Defendants");

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 dated April 29, 2013, attached as Schedule "A" to this Order, apply to and are incorporated into this Order.
2. the "British Columbia Settlement Class" is defined to mean:
All persons in British Columbia who purchased LCD Large Screen Products during the Class Period, except the Excluded Persons.
3. in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
4. this Order, including the Settlement Agreement, is binding upon each British Columbia 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 Rules of Court* are dispensed with in respect of the British Columbia Action.
5. the Settlement Agreement is fair, reasonable and in the best interests of the British Columbia Settlement Class.
6. the Settlement Agreement is hereby approved pursuant to s. 35 of the *Class Proceedings Act*, R.S.B.C. 1996, c. 50 and shall be implemented and enforced in accordance with its terms.
7. upon the Effective Date, each British Columbia 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.
8. upon the Effective Date, each Other Action commenced in British Columbia by any British Columbia Settlement Class Member shall be and is hereby dismissed against the Releasees, without costs and with prejudice.
9. upon the Effective Date, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.
10. 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 or any matter related thereto, 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 not Releasee.

11. the use of the terms "Releasers" and "Released Claims" in this Order does not constitute a release of claims by those British Columbia Settlement Class Members. Instead, each British Columbia 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.

12. 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, any named or unnamed co-conspirator that is not a Releasee, or any other Person or party against a Releasee, or by a Releasee against a 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).

13. if, in the absence of paragraph 12 above, the 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 Plaintiff and the British Columbia 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 Plaintiff and the British Columbia 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 Plaintiff and the British Columbia Settlement Class Members, if any, and, for greater certainty, the British Columbia 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 British Columbia Action, whether or not the Releasees remain in the British Columbia 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 British Columbia Action and any determination by this Court in respect of the Proportionate Liability of the Releasees shall only apply in the British Columbia Action and shall not be binding on the Releasees in any other proceedings.

14. if, in the absence of paragraph 12 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 British Columbia Settlement Class Members in the British Columbia Action.

15. a Non-Settling Defendant may, on motion to this Court determined as if the Settling Defendants remained parties to the British Columbia Action and on at least ten (10) days notice to Counsel for the Settling Defendants, and not to be brought unless and until the British Columbia 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 Rules of Court;
- (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.

16. the Settling Defendants retain all rights to oppose such motion(s) brought under paragraph 13(b). 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 13(b). Notwithstanding any provision in this Order, on any motion brought pursuant to paragraph 13(b), the Court may make such orders as to costs and other terms as it considers appropriate.

17. THIS COURT ORDERS that a Non-Settling Defendant may effect service of the motion(s) referred to in paragraph 13(b) above on the Settling Defendants by service on Counsel for the Settling Defendants.

18. 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 acknowledge and 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.

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

20. 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.

21. within forty-five days following the Effective Date, the Settling Defendants shall transfer the Settlement Amount to Ontario Counsel to be held in the Trust Account.

22. 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.

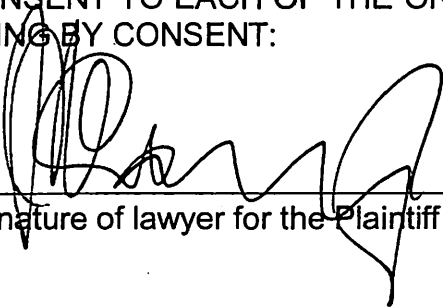
23. the approval of the Settlement Agreement is contingent upon approval by the Ontario Court and the Quebec Court, and the terms of this Order shall not be effective unless and until the Settlement Agreement is approved by the Ontario Court and the Quebec Court, and the Ontario and Quebec Actions have been dismissed with prejudice and without costs as against the Settling Defendants by the Ontario Court and the Quebec Court. If such orders are not secured in Ontario and Quebec, 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.

24. 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.

25. except as aforesaid, the British Columbia Action is hereby dismissed against the Settling Defendants without costs and with prejudice.

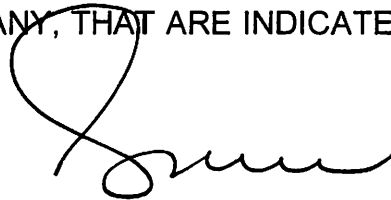
26. endorsement of this Order by the Non-Settling Defendants be dispensed with.

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

J.J. Camp, Q.C.



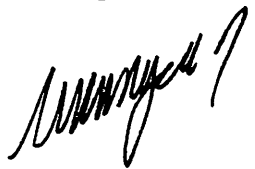
Signature of lawyer for the Settling Defendants Samsung Electronics Co. Ltd. and Samsung Electronics Canada Inc.

David Neave

By the Court



Registrar



No. S071569
Vancouver Registry

In the Supreme Court of British Columbia

Between:

Kristopher Gruber

Plaintiff

and:

LG Display Co., et al

Defendants

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

ORDER MADE AFTER APPLICATION

CAMP FIORANTE MATTHEWS MOGERMAN
Barristers & Solicitors
#400 – 856 Homer Street
Vancouver, BC V6B 2W5

Tel: (604) 689-7555
Fax: (604) 689-7554
Email: service@cfmlawyers.ca

via Mike Bike