SUPREME COURT
OF
BRITISH COLUMBIA
SEAL
22-Jun-10
Vancouver
REGISTRY

No. S071569
Vancouver Registry

In the Supreme Court of British Columbia

Between:

Kristopher Gruber

Plaintiff

and:

LG Philips LCD Co., Ltd., LG Philips LCD America, Inc., Samsung Electronics Co. Ltd., Samsung Electronics Canada Inc., NEC Corporation, NEC Electronics America, Inc., NEC LCD Technologies Ltd., Hitachi Ltd., Hitachi Displays, Ltd., Hitachi Canada, Ltd., Hitachi America Ltd., Hitachi Electronics Devices (USA), Inc., IDT International Ltd., International Display Technology Co., Ltd., International Display Technology 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 Corporation, Toshiba of Canada Limited, AU Optronics Corp., AU Optronics Corporation America, Chi Mei Optoelectronics Corporation, Chi Mei Optoelectronics 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

BEFORE THE HONOURABLE	)	FRIDAY, THE 21ST DAY OF
	)	
MR. JUSTICE MYERS	)	MAY, 2010.

THE APPLICATION of the Plaintiff coming on for hearing at the Courthouse at 800 Smithe Street, Vancouver, B.C., on the 21st day of May, 2010, and on hearing Sharon Matthews, counsel for the Plaintiff, J. Kenneth McEwan QC, counsel for the Defendant, AU Optronics Corporation America, Gary Fraser, counsel for the Defendant, Chunghwa Picture Tubes, Ltd., Violet Allard, counsel for the Defendants, Samsung Electronics Canada Inc. and Samsung Electronics Co., Ltd., Paula J. Price, counsel for the Defendants, LG Display Co., Ltd.

fka LG Philips LCD Co. Ltd. and LG Display America, Inc. *fka* LG Philips LCD America, Inc., H. David Edinger, counsel for the Defendants, Hitachi Canada Ltd., Hitachi Ltd, Hitachi America Ltd., Hitachi Electronic Devices (USA) Inc. and Hitachi Displays Ltd., Christine Kilby, counsel for the Defendants, Sharp Corporation, Sharp Electronics Corporation and Sharp Electronics of Canada Ltd., Sandra Forbes, counsel for the Defendant Chi Mei Optoelectronics USA, Inc., and on reading the materials filed.

THIS COURT ORDERS that:

1. unless otherwise stated, the defined terms in this Order have the same meaning ascribed to them as they do in the Settlement Agreement dated May 11, 2009, attached as Schedule "A" to this Order (the "Settlement Agreement"). In addition to the definitions in the Settlement Agreement, the following definition shall also apply in this Order:

   "Proportionate Liability" means that proportion of any judgment that, had they not settled, a court or other arbiter would have apportioned to the Settling Defendant and the Releasees, whether pursuant to the *pro rata*, proportionate fault, *pro tanto*, or another method;

2. this action be certified as a class proceeding only as against the Defendant Chunghwa Picture Tubes, Ltd. (the "Settling Defendant") and for settlement purposes only;

3. the Settlement Class be defined as follows:

   All persons resident in British Columbia who purchased LCD Products directly or indirectly from a Defendant, an entity affiliated with a Defendant, an Original Equipment Manufacturer or a Distributor in Canada during the Class Period, except Excluded Persons;

4. Kristopher Gruber be appointed as the Representative Plaintiff for the Settlement Class;

5. the proceeding be certified on the basis of the following issue which is common to the Settlement Class:

Did the Settling Defendant conspire to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, LCD Products in Canada during the Class Period? If so, what damages, if any, did the Class members suffer?;

6. the Settlement Agreement is fair, reasonable and in the best interest of the Settlement Class;

7. 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 in accordance with its terms. Where any term of this Order and the Settlement Agreement conflict, the terms contained in this Order shall govern;

8. the Settlement Agreement is incorporated by reference into and forms part of this Order and is binding upon the representative plaintiff and all Settlement Class Members;

9. Settlement Class Members who wish to opt-out of this action must do so by sending a written election to opt-out, together with the information required in the Settlement Agreement, to the Claims Administrator, postmarked on or before the date which is sixty (60) days from the date of the first publication of the Notice of Certification and Settlement Approval;

10. any Settlement Class Member who has validly opted-out of this action is not bound by the Settlement Agreement and shall no longer participate or have the opportunity in the future to participate in this action;

11. any Settlement Class Member who has not validly opted-out of this action is bound by the Settlement Agreement and may not opt-out of this action in the future;

12. each Settlement Class Member who has not validly opted-out of this action 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;

13. each Other Action commenced in British Columbia by any Settlement Class Member who has not validly opted-out of this action shall be dismissed against the Releasees, without costs and with prejudice;

14. this Order, including the Settlement Agreement, is binding upon each 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 6 of the British Columbia Rules of Court are dispensed with in respect to this action;

15. in accordance with Section 7.3 of the Settlement Agreement, the use of the terms "Releasors" and "Released Claims" in this Order does not constitute a release of claims by the Settlement Class Members. Instead, each 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 Releasees in respect of or in relation to the Released Claims;

16. each Releasor who has not validly opted-out of this action 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 or any matter related thereto, except for the continuation of the Proceedings against the Non-Settling Defendants or unnamed co-conspirators;

17. the Releasees have released and shall be conclusively deemed to have forever and absolutely released each of the other from any and all claims for contribution and indemnity with respect to the Released Claims;

18. all claims for contribution and indemnity or other claims over, whether asserted or 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 by any Non-Settling Defendant or any other person or party against a Releasee, or by a Releasee against a Non-Settling Defendant 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 this action);

19. if, in the absence of paragraph 18 hereof, the Non-Settling Defendants would have the right to make claims for contribution and indemnity or other claims over, whether in equity or law, by statute or otherwise, from or against the Releasees:

a) the Plaintiff and the Settlement Class Members shall not claim or be entitled to recover from the Non-Settling Defendants that portion of any damages, costs or interest awarded in respect of any claim(s) on which judgment is entered that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;

b) for greater certainty, the Plaintiff and Settlement Class Members shall limit their claims against the Non-Settling Defendants to, and shall be entitled to recover from the Non-Settling Defendants, only those claims for damages, costs and interest attributable to the Non-Settling Defendants' several liability to the Plaintiff and the Settlement Class Members, if any; such claims against the Non-Settling Defendants may be asserted on a joint and several basis as between the Non-Settling Defendants only; and

c) this Court shall have full authority to determine the Proportionate Liability at the trial or other disposition of this action, whether or not the Releasees remain in this action or appear at the trial or other disposition, and the Proportionate Liability shall be determined as if the Releasees are parties to this action for that purpose and any such finding by this Court in respect of the Proportionate Liability shall only apply in this action and shall not be binding on the Releasees in any other proceedings;

20. if, in the absence of paragraph 18 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 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 judgment against them in this action;

21. if this proceeding against the Non-Settling Defendants has been certified and all appeals or times to appeal related thereto have been exhausted, the Non-Settling Defendants shall be entitled to seek an Order, on motion to the Court, on at least ten (10) days notice to counsel for the Settling Defendant, that provides for the following:

(i) documentary discovery from the Settling Defendant in accordance with the British Columbia Rules of Court;

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

(iii) leave to serve a request to admit on the Settling Defendant in respect of factual matters; and

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

Notwithstanding any provision in this Order, on any motion brought pursuant to this paragraph 21 the Court may make such Orders as to costs and other terms as it considers appropriate;

22. a Non-Settling Defendant may effect service of the motion(s) referred to in paragraph 21 above on the Settling Defendant by service on counsel of record for the Settling Defendant in this action;

23. for purposes of enforcement of this Order, this Court will retain an ongoing supervisory role and the Settling Defendant will attorn to the jurisdiction of this Court for these purposes;

24. except as provided herein, this Order does not affect any claims or causes of action that any Settlement Class Member has or may have against the Non-Settling Defendants or unnamed co-conspirators in this action;

25. the Releasees have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement;

26. the Settlement Amount be held in trust for the benefit of the Settlement Class, pending further order of the Court, which shall be sought by the Plaintiff on a motion in the action brought on notice to the Defendants;

27. this action be dismissed against the Settling Defendant without costs and with prejudice;

28. approval of the Settlement Agreement is contingent upon approval by the Ontario Court and the Quebec Court and that this Order shall have no force and effect if such approval is not secured in Ontario and Quebec;

29. the retainer agreement between Kristopher Gruber and Camp Fiorante Matthews be approved;

30. Class Counsel legal fees in the amount of $469,336.00, plus applicable taxes, are approved;

31. Class Counsel disbursements in the amount of $560,004.85, plus applicable taxes, are approved; and

32. the Class Counsel legal fees, disbursements and applicable taxes be paid from the Settlement Funds, payable pursuant to the terms of the Settlement Agreement.

BY THE COURT

Digitally signed by
Berg, Mellani

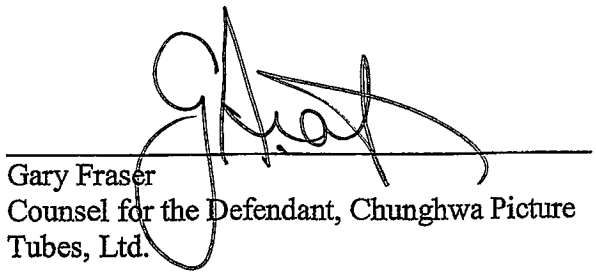
REGISTRAR

APPROVED AS TO FORM:

Sharon Matthews
Counsel for the Plaintiff, Kristopher Gruber

J. Kenneth McEwan QC
Counsel for the Defendant, AU Optronics Corporation America

Approvals Attached



Gary Fraser
Counsel for the Defendant, Chunghwa Picture Tubes, Ltd.

See Attached

Violet Allard
Counsel for the Defendants, Samsung Electronics Canada Inc. and Samsung Electronics Co., Ltd.

Paula J. Price
Counsel for the Defendants, LG Display Co., Ltd. *fka* LG Philips LCD Co. Ltd. and LG Display America, Inc. *fka* LG Philips LCD America, Inc.

H. David Edinger
Counsel for the Defendants, Hitachi Canada Ltd., Hitachi Ltd, Hitachi America Ltd., Hitachi Electronic Devices (USA) Inc. and Hitachi Displays Ltd.

Christine Kilby
Counsel for the Defendant, Sharp Electronics of Canada, Ltd.

Sandra Forbes
Counsel for the Defendant Chi Mei Optoelectronics USA, Inc.

Gary Fraser
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Sandra Forbes
Counsel for the Defendant Chi Mei Optoelectronics USA, Inc.

SCHEDULE "A"

Schedule "A"

CANADIAN LCD PANELS CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT

Made as of May 11, 2009

Between

THE FANSHAWE COLLEGE OF APPLIED ARTS AND TECHNOLOGY, MICHAEL HARRIS, COMMUNICATION MÉGA-SAT INC., AND KRISTOPHER GRUBER

(the "Plaintiffs")

and

CHUNGHWA PICTURE TUBES LTD.

(the "Settling Defendant")

CANADIAN LCD PANELS CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT

TABLE OF CONTENTS

RECITALS 1

SECTION 1 – DEFINITIONS 2

SECTION 2 – SETTLEMENT APPROVAL 6

2.1 Best Efforts 6
2.2 Motions for Approval 7
2.3 Pre-Motion Confidentiality 7

SECTION 3 – SETTLEMENT BENEFITS 7

3.1 Payment of Settlement Amount 7
3.2 Taxes and Interest 8
3.3 Cooperation 8

SECTION 4 – DISTRIBUTION OF THE SETTLEMENT AMOUNT AND ACCRUED INTEREST 12

4.1 Distribution Protocol 12
4.2 No Responsibility for Administration or Fees 12

SECTION 5 – OPTING-OUT 12

5.1 Procedure 12
5.2 Opt-Out Report 13

SECTION 6 – TERMINATION OF SETTLEMENT AGREEMENT 14

6.1 Right of Termination 14
6.2 If Settlement Agreement is Terminated 14
6.3 Allocation of Monies in the Account Following Termination 15
6.4 Survival of Provisions After Termination 15

SECTION 7 – RELEASES AND DISMISSALS 16

7.1 Release of Releasees 16
7.2 Release by Releasees 16
7.3 Covenant Not To Sue 16
7.4 No Further Claims 16
7.5 Dismissal of the Proceedings 17

7.6 Dismissal of Other Actions 17

SECTION 8 – BAR ORDER AND OTHER CLAIMS 17

8.1 Bar Order 17
8.2 Claims Against Other Entities Reserved 19

SECTION 9 – EFFECT OF SETTLEMENT 19

9.1 No Admission of Liability 19
9.2 Agreement Not Evidence 19
9.3 No Further Litigation 19

SECTION 10 – CERTIFICATION OR AUTHORIZATION FOR SETTLEMENT ONLY 20

SECTION 11 – NOTICE TO SETTLEMENT CLASSES 20

11.1 Notices Required 20
11.2 Form and Distribution of Notices 20

SECTION 12 – ADMINISTRATION AND IMPLEMENTATION 20

12.1 Mechanics of Administration 20
12.2 Information and Assistance 21

SECTION 13 – CLASS COUNSEL FEES AND ADMINISTRATION EXPENSES 21

SECTION 14 – MISCELLANEOUS 22

14.1 Motions for Directions 22
14.2 Releasees Have No Liability for Administration 22
14.3 Headings, etc. 22
14.4 Computation of Time 22
14.5 Ongoing Jurisdiction 23
14.6 Governing Law 23
14.7 Entire Agreement 23
14.8 Amendments 23
14.9 Binding Effect 24
14.10 Counterparts 24
14.11 Negotiated Agreement 24
14.12 Language 24
14.13 Transaction 24
14.14 Recitals 25

14.15 Schedules....25
14.16 Acknowledgements....25
14.17 Authorized Signatures....25
14.18 Notice....25
14.19 Date of Execution....26

CANADIAN LCD PANELS CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT

RECITALS

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

B. WHEREAS the Settling Defendant does not admit, through the execution of this Settlement Agreement, any allegation of unlawful conduct alleged in the Proceedings;

C. 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, and having regard to the burdens and expense in prosecuting the Proceedings, including the risks and uncertainties associated with trials and appeals, 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 seek to represent;

D. WHEREAS the Plaintiffs, Class Counsel and the Settling Defendant 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 Settling Defendant or evidence of the truth of any of the Plaintiffs' allegations against the Settling Defendant, which the Settling Defendant expressly denies;

E. WHEREAS the Settling Defendant is 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 it by the Plaintiffs in the Proceedings, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;

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

G. WHEREAS for the purposes of settlement only and contingent on approvals by the Courts as provided for in this Settlement Agreement, the Parties have consented to certification or authorization of the Proceedings as class proceedings and have consented to a Settlement Class and a Common Issue in each of the Proceedings; and

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

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the Proceedings be settled and dismissed on the merits with prejudice as to the Settling Defendant only, without costs as to the Plaintiffs, the classes they seek to represent or the Settling Defendant, subject to the approval of the Courts, on the following terms and conditions:

SECTION 1 – DEFINITIONS

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

(1) ***Account*** means an interest bearing trust account at a Canadian Schedule 1 bank in Ontario under the control of Siskinds LLP for the benefit of Settlement Class Members.

(2) ***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.

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

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

(5) ***Claims Administrator*** means the Person proposed by Class Counsel and appointed by the Courts to administer the Settlement Amount in accordance with the provisions of this Settlement Agreement, 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, GST and other applicable taxes or charges of Class Counsel.

(8) ***Class Period*** means Sept. 21, 2001, to December 11, 2006.

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

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

(11) ***Defendants*** means the entities named as defendants in the Proceedings as set out in Schedule A.

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

(13) ***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.

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

(15) ***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.

(16) ***Final Order*** means a final judgment entered by a Court in respect of the certification or authorization of a Proceeding as a class proceeding and the approval of this Settlement Agreement 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.

(17) ***LCD Panels*** means thin film transistor liquid crystal display panels or screens that are 10 inches or larger, measured diagonally.

(18) ***LCD Products*** means LCD Panels and televisions, computer monitors and laptops containing LCD Panels.

(19) ***Non-Settling Defendant*** means a Defendant that is not a Settling Defendant.

(20) ***Ontario Counsel*** means Siskinds LLP and Sutts, Strosberg LLP.

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

(22) ***Opt-Out Deadline*** means the date which is sixty (60) days after the date on which the notice of certification and settlement approval is first published.

(23) ***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.

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

(25) ***Parties*** means the Plaintiffs, Settlement Class Members and the Settling Defendant.

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

(27) ***Proceedings*** means Ontario Court File No. 54054CP (London), Quebec Court (District of Québec) Action No. 200-06-000082-076 and British Columbia Court File No. S071569 (Vancouver Registry).

(28) ***Purchase Price*** means the sale price paid by Settlement Class Members for LCD Products purchased during the Class Period, less any rebates, delivery or shipping charges, taxes and any other form of discounts.

(29) ***Quebec Counsel*** means Siskinds Desmeules s.e.n.c.r.l.

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

(31) ***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 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, in law, under statute or in equity, that Releasors, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, 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 could have been alleged) in the Proceedings including, without limitation, any such claims which have been asserted or could have been asserted, whether in Canada or elsewhere, as a result of the purchase of LCD Products. However, nothing herein shall be construed to release any claims that are not related to the allegations made in the Proceedings or Other Actions, including any claims arising from any alleged product defect, breach of contract, or similar claim between the Parties relating to LCD Products.

(32) ***Releasees*** means, jointly and severally, individually and collectively, the Settling Defendant and all of its present 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 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.

(33) ***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.

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

(35) ***Settlement Amount*** means CDN $2,023,000.

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

(37) ***Settlement Class Member*** means a member of a Settlement Class who does not validly opt-out of that Settlement Class in accordance with orders of the Courts.

(38) ***Settling Defendant*** means Chunghwa Picture Tubes, Ltd.

(39) ***U.S. Litigation*** means the class action proceeding pending in the United States District Court for the Northern District of California, under the caption *In re TFT-LCD (Flat Panel) Antitrust Litigation*, 07-MDI-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

The Parties shall use their best efforts to effectuate this settlement and to secure the prompt, complete and final dismissal with prejudice of the Proceedings as against the Settling Defendant.

2.2 Motions for Approval

(1) The Plaintiffs shall bring motions before the Courts for orders approving the notices described in section 11, certifying or authorizing each of the Proceedings commenced in their respective jurisdictions as a class proceeding (for settlement purposes) and approving this Settlement Agreement.

(2) The Ontario order certifying the Proceeding and approving the Settlement Agreement referred to in section 2.2(1) shall be substantially in the form attached hereto as Schedule B. The Quebec and British Columbia orders authorizing or certifying the Proceedings and approving the Settlement Agreement referred to in section 2.2(1) shall be agreed upon by the Parties and shall mirror the substance and, where possible, the form of the Ontario order.

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

2.3 Pre-Motion Confidentiality

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 written consent of counsel for the Settling Defendant 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) or as otherwise required by law.

SECTION 3 – SETTLEMENT BENEFITS

3.1 Payment of Settlement Amount

(1) On or before January 31, 2010, the Settling Defendant shall pay the Settlement Amount to Siskinds LLP for deposit into the Account, in full satisfaction of the Released Claims against the Releasees.

(2) The Settling Defendant 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.

(3) Siskinds LLP shall maintain the Account as provided for in this Settlement Agreement. Siskinds LLP shall not pay out all or part of the monies in the Account, except in accordance with

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

3.2 Taxes and Interest

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

(2) Subject to section 3.2(3), all Canadian taxes payable on any interest which accrues on the Settlement Amount in the Account or otherwise in relation to the Settlement Amount shall be the responsibility of the Settlement Classes. Class Counsel shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Amount in the 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 Account.

(3) The Settling Defendant shall have no responsibility to make any filings relating to the Account and will have no responsibility to pay tax on any income earned by the Settlement Amount or pay any taxes on the monies in the Account, unless this Settlement Agreement is terminated, in which case the interest earned on the Settlement Amount in the Account shall be paid to the Settling Defendant who, in such case, shall be responsible for the payment of all taxes on such interest.

3.3 Cooperation

(1) It is understood and agreed that all documents and information provided by the Settling Defendant 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. Plaintiffs and Class Counsel agree they will not publicize the documents and information provided by the Settling Defendant beyond what is reasonably necessary for the prosecution of the Proceedings or as otherwise required by law. Any documents and other information provided by the Settling Defendant will be treated as highly confidential under any applicable confidentiality orders entered in the Proceedings.

(2) Within fifteen (15) days of the Date of Execution or at a time mutually agreed upon by the Parties, the Settling Defendant shall:

(a) provide a full account to Class Counsel of all facts known to it that are relevant to the Proceedings including, without limitation, how any alleged conspiracy was formed, implemented, and enforced;

(b) make reasonable best efforts to provide existing electronic transactional data for sales by the Settling Defendant of LCD Products delivered in Canada, if any, during the Class Period, to the extent that such data has not previously been provided pursuant to section 12.2(1). The Settling Defendant represents that it has electronic transactional data relating to sales by the Settling Defendant of LCD Products during the Class Period, which data includes Purchase Price information, but does not represent that it had direct sales to customers in Canada during the Class Period. Counsel for the Settling Defendant agree to be reasonably available as necessary to respond to Class Counsel's questions regarding the electronic transactional data produced by the Settling Defendant. If counsel for the Settling Defendant are unable to provide an adequate response to Class Counsel's questions, the Settling Defendant shall request that an employee of the Settling Defendant be reasonably available to Class Counsel to respond to Class Counsel's questions. The inability of the employee to respond to Class Counsel's questions or the failure of the employee to agree to make him or herself available to or otherwise cooperate with the Plaintiffs shall not constitute a breach or violation of this Settlement Agreement;

(c) produce relevant non-privileged documents relating to sales, pricing, capacity, production, the dates, locations, subject matter, and participants in any meetings between competitors, and how any alleged conspiracy was formed, implemented, and enforced (as well as English translations sufficient to evidence any collusive meetings among TFT-LCD panel makers and how any alleged conspiracy was formed, implemented, and enforced, to the extent known by Chunghwa), and:

(A) All pre-existing business documents provided by the Settling Defendant to any grand jury, the United States Department of Justice, the European Commission, the Competition Bureau, or any other state, federal or international government or administrative agency, without geographic limitation, concerning the allegations raised in the

Proceedings, excluding documents created for the purpose of being so provided; and

(B) To the extent not included in the above categories, any documents provided by the Settling Defendant in the U.S. Litigation, including but not limited to, any documents provided to counsel for the plaintiffs in the U.S Litigation pursuant to any settlement agreement entered into between the plaintiffs in the U.S. Litigation and the Settling Defendant.

The obligation to produce documents pursuant to this section shall be a continuing obligation to the extent documents are identified following the initial productions. The Settling Defendant makes no representation that it has, can or will produce a complete set of documents within any of the categories of information or documents described herein, and the failure to do so shall not constitute a breach or violation of this Settlement Agreement.

(3) Following the Effective Date, the Settling Defendant shall, at the request of Class Counsel, upon reasonable notice, and subject to any legal restrictions, make reasonable best efforts to make available at a mutually convenient time, employees of the Settling Defendant who have knowledge of the allegations raised in the Proceedings to provide information regarding the allegations raised in the Proceedings in a personal interview with Class Counsel and/or experts retained by Class Counsel. The employees shall be made available at a location chosen by the Settling Defendant within its sole discretion. Costs incurred by, and the expenses of, the employees of the Settling Defendant in relation to such interviews shall be the responsibility of the Settling Defendant. Costs of an interpreter or otherwise related to foreign language translation in connection with interviews shall be the responsibility of Class Counsel. If the employee(s) refuses to provide information, or otherwise cooperate, the Settling Defendant shall use reasonable best efforts to make him/her available for an interview with Class Counsel and/or experts retained by Class Counsel. The failure of the employee(s) to agree to make him or herself available, or to otherwise cooperate, with the Plaintiffs shall not constitute a violation of this Settlement Agreement.

(4) Subject to the rules of evidence, any court order with respect to confidentiality and the other provisions of this Settlement Agreement, the Settling Defendant agrees to use reasonable efforts to produce at trial and/or discovery or through acceptable affidavits or other testimony, (i) a current

representative qualified to establish for admission into evidence the Settling Defendant's sales of LCD Products delivered in Canada during the Class Period and (ii) current representatives as Class Counsel and the Settling Defendant, acting reasonably, agree would be necessary to support the submission into evidence of any information provided by the Settling Defendant in accordance with the Settlement Agreement that Class Counsel and the Settling Defendant, acting reasonably, agree may be reasonably necessary for the prosecution of the Proceedings and may be presented to the Courts.

(5) Nothing in this Settlement Agreement shall be construed to require the Settling Defendant or any present or former officer, director or employee of the Settling Defendant to perform any act, including the transmittal or disclosure of any information, which would violate any federal, provincial, state, local privacy law, or any law of a foreign jurisdiction.

(6) Nothing in this Settlement Agreement shall require, or shall be construed to require, the Settling Defendant to disclose or produce any documents or information prepared by or for counsel for the Settling Defendant, 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.

(7) If any documents protected by any privilege and/or any privacy law or other rule or law of this or any applicable jurisdiction are accidentally or inadvertently produced, such documents shall be promptly returned to the Settling Defendant 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 Defendant, 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.

(8) The Settling Defendant's obligations to cooperate as particularized in section 3.3 shall not be affected by the release provisions contained in section 7 of this Settlement Agreement. The Settling Defendant's obligations to cooperate shall cease at the date of final judgment in the Proceedings against all Defendants. In the event the Settling Defendant materially breaches section 3.3, Class

Counsel may move before the Courts to either enforce the terms of this Settlement Agreement or set aside the approval of this Settlement Agreement or part thereof.

(9) A material factor influencing the Settling Defendant's decision to execute this Settlement Agreement is its desire to limit the burden and expense of this litigation. Accordingly, Class Counsel agree to exercise good faith in seeking cooperation from the Settling Defendant and to avoid seeking information that is unnecessary, cumulative or duplicative and agree otherwise to avoid imposing undue or unreasonable burden or expense on the Settling Defendant.

SECTION 4 – DISTRIBUTION OF THE SETTLEMENT AMOUNT AND ACCRUED INTEREST

4.1 Distribution Protocol

(1) After the Effective Date, at a time wholly within the discretion of Class Counsel, but on notice to the Settling Defendant, 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.

4.2 No Responsibility for Administration or Fees

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

SECTION 5 – OPTING-OUT

5.1 Procedure

(1) A person may opt-out of the Proceedings by sending a written election to opt-out, signed by the person or the person's designee, by pre-paid mail, courier or fax to the Claims Administrator at an address to be identified in the notice contemplated by section 11 of this Settlement Agreement.

(2) An election to opt-out will only be effective if it is actually received by the Claims Administrator on or before the Opt-Out Deadline.

(3) In addition to a written election to opt-out, a person who wishes to opt-out must provide to the Claims Administrator, on or before the Opt-Out Deadline:

(a) the person's full name, current address and telephone number; and

(b) the name(s) of each entity from whom the person purchased LCD Products during the Class Period.

(4) Quebec Class Members who have commenced proceedings or commence proceedings and fail to discontinue such proceedings by the Opt-Out Deadline shall be deemed to have opted out. Quebec Counsel warrant and represent that, to the best of their knowledge, no such action has been commenced as of the date this Settlement Agreement was executed by it.

5.2 Opt-Out Report

The Claims Administrator shall use the information provided by the Settling Defendant pursuant to section 12.2 to supplement and confirm the information received pursuant to section 5.1(3). Within thirty (30) days of the Opt-Out Deadline, the Claims Administrator shall provide to the Settling Defendant and Class Counsel, to the extent that such information is known by the Claims Administrator, the following information in respect of each person, if any, who has opted out of the Proceedings:

(a) the person's full name, current address and telephone number;

(b) the reasons for opting out;

(c) the name(s) of each entity from whom the person purchased LCD Products during the Class Period; and

(d) a copy of all information provided by that person in the opting-out process.

SECTION 6 – TERMINATION OF SETTLEMENT AGREEMENT

6.1 Right of Termination

(1) In the event that:

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

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

(c) any orders approving this Settlement Agreement made by the Ontario Court, the British Columbia Court or the Quebec Court do not become Final Orders;

this Settlement Agreement shall be terminated and, except as provided for in Section 6.4, it 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.

(2) Any order, ruling or determination made by any Court with respect to Class Counsel's fees and disbursements or with respect to the Distribution Protocol or with respect to the Opt-Out Procedure 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 terminated:

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

(b) any order certifying or authorizing a Proceeding as a class action 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 anyone shall be estopped from asserting otherwise;

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

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

(d) within ten (10) days of such termination having occurred, or in the event of non-payment of the Settlement Amount by the Settling Defendant, Class Counsel shall destroy all documents or other materials provided by the Settling Defendant or containing or reflecting information derived from such documents or other materials received from the Settling Defendant and, to the extent Class Counsel has disclosed any documents or information provided by the Settling Defendant to any other person, shall recover and destroy such documents or information. Class Counsel shall provide the Settling Defendant with a written certification by Class Counsel of such destruction. Nothing contained in this paragraph shall be construed to require Class Counsel to destroy any of their work product. However, any documents or information provided by the Settling Defendant, or received from the Settling Defendant 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 Defendant. 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 Account Following Termination

If the Settlement Agreement is terminated, Siskinds LLP shall return to the Settling Defendant all monies in the Account including interest, but less the costs of notice expended in accordance with sections 11 and 13, within thirty (30) business days of the relevant termination event in section 6.1. The Settling Defendant and Plaintiffs expressly reserve all of their respective rights if this Settlement Agreement is terminated.

6.4 Survival of Provisions After Termination

(1) If this Settlement Agreement is terminated the provisions of sections 3.2, 3.3(1), (7) and (9), 6, 9, 12.2(4) and 13, 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 3.2, 3.3(1), (7) and (9), 6, 9, 12.2(4) and 13 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.

(2) The Settling Defendant and Plaintiffs expressly reserve all of their respective rights if this Settlement Agreement does not become effective or if this Settlement Agreement is terminated.

SECTION 7 – RELEASES AND DISMISSALS

7.1 Release of Releasees

Upon the Effective Date, and 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.

7.2 Release by Releasees

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

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, 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

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 or any matter related thereto, except for the continuation of the Proceedings against the Non-Settling Defendants or unnamed co-conspirators.

7.5 Dismissal of the Proceedings

The Proceedings shall be dismissed with prejudice and without costs as against the Settling Defendant.

7.6 Dismissal of Other Actions

(1) Each Settlement Class Member, who does not opt-out, shall be deemed to consent to the dismissal, without costs and with prejudice, of his, her or its Other Actions against the Releasees.

(2) All Other Actions commenced in any province or territory of Canada by any Settlement Class Member, who does not opt-out, shall be dismissed against the Releasees, without costs and with prejudice.

SECTION 8 – BAR ORDER AND OTHER CLAIMS

8.1 Bar Order

A bar order shall be granted by each of the Courts 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, by any Non-Settling Defendant or any other person or party, against a Releasee, or by a Releasee against any Non-Settling Defendant, 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 Courts ultimately determine that there is a right of contribution and indemnity between the Defendants, the Plaintiffs and the Settlement Class Members shall restrict their joint and several claims against the Non-Settling Defendants such that the Plaintiffs and the Settlement Class Members shall be entitled to claim and recover from the Non-Settling Defendants on a joint and several basis only those damages (including punitive damages) arising from and allocable to the sales and/or conduct of the Non-Settling Defendants;

(c) a Non-Settling Defendant may, on motion to the Courts determined as if the Settling Defendant remained party to the Proceedings, and on at least ten (10) days notice to counsel for the Settling Defendant, and not to be brought unless and until the 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 in accordance with the *Rules of Civil Procedure* O.Reg. 194 from the Settling Defendant;

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

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

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

The Settling Defendant retains all rights to oppose such motion, including any such motion brought at trial seeking an order requiring the Settling Defendant to produce a representative to testify at trial;

(d) on any motion brought pursuant to section 8.1(c), the Court may make such Orders as to costs and other terms as it considers appropriate;

(e) 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 timely be provided by the Settling Defendant to the Plaintiffs and Class Counsel;

(f) the Courts will retain an ongoing supervisory role over the discovery process and the Settling Defendant will attorn to the jurisdiction of the Courts for these purposes; and

(g) a Non-Settling Defendant may effect service of the motion(s) referred to in section 8.1(c) on a Settling Defendant by service on counsel of record for the Settling Defendant in the Proceedings.

8.2 Claims Against Other Entities Reserved

Except as provided herein, this Settlement Agreement does not settle, compromise, release or limit in any way whatsoever any claim by Settlement Class Members against any person other than the Releasees.

SECTION 9 – EFFECT OF SETTLEMENT

9.1 No Admission of Liability

Whether or not this Settlement Agreement 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 deemed, construed or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by the Settling Defendant, 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

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, or to defend against the assertion of Released Claims, or as otherwise required by law.

9.3 No Further Litigation

No Class Counsel, nor anyone currently or hereafter employed by, associated with, or a partner with 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. Moreover, these persons 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.

SECTION 10 – CERTIFICATION OR AUTHORIZATION FOR SETTLEMENT ONLY

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

(2) The Plaintiffs agree that, in the motions for certification or authorization of the Proceedings as class proceedings 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.

SECTION 11 – NOTICE TO SETTLEMENT CLASSES

11.1 Notices Required

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) the certification or authorization of the Proceedings as class proceedings and the approval of this Settlement Agreement if granted by the Courts.

11.2 Form and Distribution of Notices

The Parties shall seek approval of the Long-Form and Short-Form Notice of Certification and Settlement Approval Hearing in the form attached to this Settlement Agreement as Schedules "C" and "D" respectively, and the Method of Dissemination attached to this Settlement Agreement as Schedule "E".

SECTION 12 – ADMINISTRATION AND IMPLEMENTATION

12.1 Mechanics of Administration

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 Defendant will make reasonable best efforts to compile a list of the names and addresses of persons, if any, in Canada who purchased LCD Products from it during the Class Period and the Purchase Price paid by each of its customers in Canada during the Class Period.

(2) The information required by section 12.2(1) shall be delivered to the Class Counsel within fifteen (15) business days of the Date of Execution, or at least five (5) days in advance of the publication of the Notice of Certification and Settlement Approval Hearing, whichever is earlier.

(3) Class Counsel may use the information provided under section 12.2(2) to advise persons in Canada who purchased LCD Products from the Settling Defendant during the Class Period of this Settlement Agreement and the date of the approval hearings before the Courts, to facilitate the claims administration process established in accordance with section 4 of this Settlement Agreement, or as otherwise authorized in section 3.3.

(4) All information provided by the Settling Defendant pursuant to section 12.2(1) shall be dealt with in accordance with section 3.3. If this Settlement Agreement is terminated, all information provided by the Settling Defendant 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.

SECTION 13 – CLASS COUNSEL FEES AND ADMINISTRATION EXPENSES

(1) The costs of the notices referred to in section 11 of this Settlement Agreement and any costs associated with receiving opt outs shall be paid by Class Counsel or the Claims Administrator, if one has been appointed by the Courts, out of the Account.

(2) Class Counsel may seek the Courts' approval to pay Class Counsel Fees and Administration Expenses contemporaneous with seeking approval of this Settlement Agreement.

(3) Except as provided in section 13(1), Class Counsel Fees and Administration Expenses may only be paid out of the 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 to a maximum of CDN $250,000 and future disbursements to a maximum of CDN $250,000.

(5) The Settling Defendant shall not be liable for any fees, disbursements or taxes of any of Class Counsel's, the Plaintiffs' or Settlement Class Members' respective lawyers, experts, advisors, agents, or representatives.

SECTION 14 – MISCELLANEOUS

14.1 Motions for Directions

(1) Any Class Counsel or Settling Defendant may apply to the Courts for directions in respect of the implementation and administration of this Settlement Agreement or Distribution Protocol.

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

14.2 Releasees Have No Liability for Administration

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.

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

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, 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 those Proceedings.

(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 complimentary order or direction being made or given by the other Court(s) with which it shares jurisdiction over that matter.

14.6 Governing Law

This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario.

14.7 Entire Agreement

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

This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto 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

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

14.10 Counterparts

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 signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

14.11 Negotiated Agreement

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

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.

14.13 Transaction

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 to any errors of fact, of law and/or of calculation.

14.14 Recitals

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

14.15 Schedules

The Schedules annexed hereto form part of this Settlement Agreement.

14.16 Acknowledgements

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 with respect to the first Party's decision to execute this Settlement Agreement.

14.17 Authorized Signatures

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.

14.18 Notice

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 Plaintiffs and for Class Counsel:

Charles M. Wright

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

Telephone: 519-660-7753
Facsimile: 519-672-6065
Email: charles.wright@siskinds.com

Harvey T. Strosberg, Q.C.

Sutts, Strosberg LLP
Barrister and Solicitors
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Windsor, ON N9A 6V4

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Facsimile: 519-258-9527
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J. J. Camp, Q.C.

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Simon Hébert

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Telephone: 418-694-2009
Facsimile: 418-694-0281
Email: simon.hebert@siskindsdesmeules.com

For Settling Defendant:

James Musgrove

Lang Michener LLP
Brookfield Place
Suite 2500, 181 Bay Street
Toronto, Ontario M5J 2T7

Telephone: 416-360-8600
Fax: 416-365-1719
Email: JMusgrove@langmichener.ca

14.19 Date of Execution

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

By: Siskinds LLP.

Title: Ontario Counsel

By: _____
Name: Sutts, Strosberg LLP
Title: Ontario Counsel

By: _____
Name: Siskinds Desmeules s.e.n.c.r.l
Title: Québec Counsel

By: _____
Name: Camp Fiorante Matthews
Title: BC Counsel

CHUNGHWA PICTURE TUBES LTD.

By: _____
Name: Lang Michener LLP
Title: Canadian Counsel

Name: Siskinds LLP
Title: Ontario Counsel

By: _____
Name: Sutts, Strosberg LLP
Title: Ontario Counsel

By _____
Name: Siskinds Desmeules s.e.n.c.r.l
Title: Quebec Counsel

By: _____
Name: Camp Fiorante Matthews
Title: BC Counsel

CHUNGHWA PICTURE TUBES LTD.

By: _____
Name: Lang Michener LLP
Title: Canadian Counsel

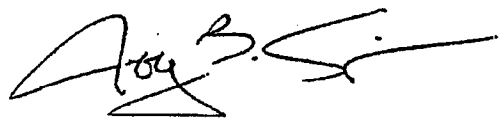
Name: Siskinds LLP
Title: Ontario Counsel

By: _____
Name: Sutts, Strosberg LLP
Title: Ontario Counsel

By: _____
Name: Siskinds Desmeules s.e.n.c.r.l
Title: Quebec Counsel

By: _____
Name: Camp Fiorante Matthews
Title: BC Counsel

CHUNGHWA PICTURE TUBES LTD.

By: 

Name: Lang Michener LLP
Title: Canadian Counsel

SCHEDULE A – PROCEEDINGS

Proceeding	Plaintiffs	Defendants	Settlement Class
Ontario Superior Court of Justice Court File No. 54054 CP (the "Ontario Action")	The Fanshawe College of Applied Arts and Technology and Michael Harris	LG Philips LCD Co., Ltd., L.G. Philips LCD America, Inc., Samsung Electronics Co. Ltd., Samsung Electronics Canada Inc., NEC Corporation, NEC Electronics America, Inc., NEC LCD Technologies Ltd., 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, Chi Mei Optoelectronics USA, Inc., CHI Mei Optoelectronics Japan Co., Ltd and Chunghwa Picture Tubes Ltd.	All persons in Canada who purchased LCD Products directly or indirectly from a Defendant, an entity affiliated with a Defendant, an Original Equipment Manufacturer or a Distributor in Canada during the Class Period, except the Excluded Persons and persons who are included in the Quebec Class and the BC Class.
Superior Court of Quebec (District of Québec), File No. 200-06-00082-076 (the "Quebec Action")	Communication Méga-Sat Inc.	LG Philips LCD Co., Ltd., L.G. Philips LCD America, Inc., Samsung Electronics Co. Ltd., Samsung Electronics Canada Inc., NEC Corporation, NEC Electronics America, Inc., NEC LCD Technologies Ltd., Hitachi Ltd., Hitachi Displays, Ltd., Hitachi Canada, Ltd., Hitachi America Ltd., Hitachi	All individuals in Quebec who purchased LCD Products directly or indirectly from a Defendant, an entity affiliated with a Defendant, an Original Equipment Manufacturer or a Distributor in Canada during the Class

Proceeding	Plaintiffs	Defendants	Settlement Class
		Electronics Devices (USA) Inc., IDT International Ltd., International Display Technology Co., Ltd, International Display Technology USA Inc., Epson Imaging Devises Corporation, 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, Chi Mei Optoelectronics USA, Inc., and Chunghwa Picture Tubes Ltd.	Period, as well as any legal person resident in Quebec established for a private interest, partnership or association which, at all times between May 6, 2004 and May 5, 2005, had under its direction or control no more than 50 persons bound to it by a contract of employment who purchased LCD Products directly or indirectly from a Defendant, an entity affiliated with a Defendant, an Original Equipment Manufacturer or a Distributor in Canada during the Class Period, except Excluded Persons.
British Columbia Supreme Court File No. S071569 (Vancouver Registry) (the "BC Action")	Kristopher Gruber	LG Philips LCD Co., Ltd., L.G. Philips LCD America, Inc., Samsung Electronics Co. Ltd., Samsung Electronics Canada Inc., NEC Corporation, NEC Electronics America, Inc., NEC LCD Technologies Ltd., Hitachi Ltd., Hitachi Displays, Ltd., Hitachi Canada, Ltd., Hitachi America Ltd., Hitachi Electronics Devices (USA) Inc., IDT International Ltd., International Display Technology Co., Ltd, International Display Technology USA Inc.,	All persons in British Columbia who purchased LCD Products directly or indirectly from a Defendant, an entity affiliated with a Defendant, an Original Equipment Manufacturer or a Distributor in Canada during the Class Period, except the Excluded Persons.

Proceeding	Plaintiffs	Defendants	Settlement Class
		Epson Imaging Devises Corporation, 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, AU Optronics Corp., Chi Mei Optoelectronics USA, Inc., Chi Mei Optoelectronics Corporation, Chunghwa Picture Tubes Ltd., and HannStar Display Corporation	

SCHEDULE B

Court File No. 54054 CP

ONTARIO
SUPERIOR COURT OF JUSTICE

The Honourable Mister Justice Tausendfreund	)))	, the day of , 2009

BETWEEN:

THE FANSHAWE COLLEGE OF APPLIED ARTS AND TECHNOLOGY
and MICHAEL HARRIS

Plaintiffs

- and -

LG PHILIPS LCD CO., LTD., L.G. PHILIPS LCD AMERICA, INC., SAMSUNG ELECTRONICS CO. LTD., SAMSUNG ELECTRONICS CANADA INC., NEC CORPORATION, NEC ELECTRONICS AMERICA, INC., NEC LCD TECHNOLOGIES LTD., 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, 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 Plaintiffs for an Order certifying this action as a class proceeding for settlement purposes as it relates to the Defendant, Chunghwa Picture Tubes Ltd. (the "Settling Defendant"), and approving the Settlement Agreement entered into with the Settling Defendant was heard this day at the Court House, 80 Dundas Street, London, Ontario.

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 Defendant:

1. **THIS COURT ORDERS AND DECLARES** that 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 Defendant for settlement purposes only.

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

> All persons in Canada who purchased LCD Products directly or indirectly from a Defendant, an entity affiliated with a Defendant, an Original Equipment Manufacturer or a Distributor in Canada 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 the Settlement Class:

> Did the Settling Defendant conspire to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, LCD Products in Canada during the Class Period? If so, what damages, if any, did the Class Members suffer?

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

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

8. **THIS COURT DECLARES** that the Settlement Agreement is incorporated by reference into and forms part of this Order and is binding upon the representative plaintiff and all Settlement Class Members.

9. **THIS COURT ORDERS** that Settlement Class Members who wish to opt-out of this action must do so by sending a written election to opt-out, together with the information required in the Settlement Agreement, to the Claims Administrator, postmarked on or before the date which is sixty (60) days from the date of the first publication of the Notice of Certification and Settlement Approval.

10. **THIS COURT ORDERS** that any Settlement Class Member who has validly opted-out of this action is not bound by the Settlement Agreement and shall no longer participate or have the opportunity in the future to participate in this action.

11. **THIS COURT ORDERS** that any Settlement Class Member who has not validly opted-out of this action is bound by the Settlement Agreement and may not opt-out of this action in the future.

12. **THIS COURT ORDERS AND DECLARES** that each Settlement Class Member who has not validly opted-out of this action 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.

13. **THIS COURT ORDERS AND DECLARES** that each Other Action commenced in Ontario by any Settlement Class Member who has not validly opted-out of this action shall be and is hereby dismissed against the Releasees, without costs and with prejudice.

14. **THIS COURT ORDERS AND DECLARES** that this Order, including the Settlement Agreement, is binding upon each 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 Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure* are dispensed with in respect of this action.

15. **THIS COURT ORDERS AND DECLARES** that each Releasor who has not validly opted-out of this action has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.

16. **THIS COURT ORDERS** that each Releasor who has not validly opted-out of this action 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 or any matter related thereto, except for the continuation of the Proceedings against the Non-Settling Defendants or unnamed co-conspirators.

17. **THIS COURT ORDERS AND DECLARES** that the Releasees have released and shall be conclusively deemed to have forever and absolutely released each of the other from any and all claims for contribution and indemnity with respect to the Released Claims.

18. **THIS COURT ORDERS AND DECLARES** that the use of the terms "Releasors" and "Released Claims" in this Order does not constitute a release of claims by those Settlement Class Members who are resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors.

19. **THIS COURT ORDERS AND DECLARES** that each 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, or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims.

20. **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, by any Non-Settling Defendant or any other person or party, against a Releasee, or by a Releasee against any Non-Settling Defendant, 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 this action).

21. **THIS COURT ORDERS** that if the Courts ultimately determine that there is a right of contribution and indemnity between the Defendants, the Plaintiffs and the Settlement Class Members shall restrict their joint and several claims against the Non-Settling Defendants such that the Plaintiffs and the Settlement Class Members shall be entitled to claim and recover from the Non-Settling Defendants on a joint and several basis only those damages

(including punitive damages) arising from and allocable to the sales and/or conduct of the Non-Settling Defendants.

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

(i) documentary discovery and an affidavit of documents in accordance with the *Rules of Civil Procedure* O.Reg. 194 from the Settling Defendant;

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

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

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

The Settling Defendant retains all rights to oppose such motion(s). Notwithstanding any provision in this Order, on any motion brought pursuant to this paragraph 22, the Court may make such Orders as to costs and other terms as it considers appropriate.

23. **THIS COURT ORDERS** that a Non-Settling Defendant may effect service of the motion(s) referred to in paragraph 22 above on the Settling Defendant by service on counsel of record for the Settling Defendant in this action.

24. **THIS COURT ORDERS** that for purposes of enforcement of this Order, this Court will retain an ongoing supervisory role and the Settling Defendant will attorn to the jurisdiction of this Court for these purposes.

25. **THE 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 against the Non-Settling Defendants or unnamed co-conspirators in this action.

26. **THIS COURT ORDERS** that the Releasees have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement.

27. **THIS COURT ORDERS** that the Settlement Amount be held in trust for the benefit of the Settlement Class, pending further order of the Court, which shall be sought by the Plaintiff on a motion in the action brought on notice to the Settling Defendant.

28. **THIS COURT ORDERS AND ADJUDGES** that this action be and is hereby dismissed against the Settling Defendant without costs and with prejudice.

29. **THIS COURT ORDERS** that approval of the Settlement Agreement is contingent upon approval by the Quebec Court and the British Columbia Court and this Order shall have no force and effect if such approval is not secured in Quebec and British Columbia.

Date:

_____

(Signature of judge, officer or registrar)

SCHEDULE C

NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL HEARING IN THE MATTER OF LCD PANELS CLASS ACTION LITIGATION

PLEASE READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR LEGAL RIGHTS.

TO: All persons in Canada who purchased LCD Products in Canada between Sept 21, 2001 – December 11, 2006, **except the Defendants and certain parties related to the Defendants.**

LCD Panels means liquid crystal display panels that are 10 inches or larger, measured diagonally. LCD Products means LCD Panels and televisions, computer monitors and laptops containing LCD Panels.

Any terms that are capitalized but not defined herein have the meanings attributed to them in the Settlement Agreement.

I. THE PURPOSE OF THIS NOTICE

Class proceedings lawsuits have been initiated in Ontario (Court File No. 54054 CP, London), British Columbia (Court File No. S071569, Vancouver Registry), and Quebec (File No. 200-06-00082-076, District of Montreal) alleging that the Defendants conspired to fix prices for LCD Products in Canada (collectively the "Proceedings").

A settlement has been reached with the Defendant, Chunghwa Picture Tubes Ltd. ("Chunghwa"). Under the terms of the settlement, Chunghwa has agreed to pay Cdn $2,023,000 in exchange for a full release of claims against it and its related entities relating to the Proceedings. The settlement amount is being held in an interest bearing account for the benefit of Settlement Class Members. The calculation and timing of the distribution of the settlement amount will be determined by further order of the courts. Chunghwa has agreed to provide cooperation to the Plaintiffs in pursuing the Proceedings against the remaining Defendants. The settlement is a compromise of disputed claims. Chunghwa does not admit liability.

The litigation is continuing against the remaining Defendants: LG Philips LCD Co., Ltd., L.G. Philips LCD America, Inc., Samsung Electronics Co. Ltd., Samsung Electronics Canada Inc., NEC Corporation, NEC Electronics America, Inc., NEC LCD Technologies Ltd., 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, AU Optronics Corp., Chi Mei Optoelectronics USA, Inc., Chi Mei Optoelectronics Japan Co., Ltd, Chi Mei Optoelectronics Corporation, and HannStar Display Corporation.

A motion to approve the Chunghwa settlement will be heard by the Ontario Court in the City of London on ● at ● a.m., the British Columbia Court in the City of Vancouver on ● at ● a.m., and the Superior Court of Quebec in the City of Montreal on ● at ● a.m. At these hearings, the Ontario, British Columbia and Quebec Courts will determine whether the Settlement Agreement is fair, reasonable, and in the best interests of Settlement Class Members.

Settlement Class Members who do not oppose the proposed settlement need not appear at the settlement approval hearings or take any other action at this time to indicate their desire to participate in the settlement.

Settlement Class Members are entitled to appear and make submissions at the settlement approval hearings. If you wish to comment on or make an objection to the settlement, a written submission must be delivered to the appropriate Class Counsel at the addresses listed below by [10 days before Ontario hearing date]. Class Counsel will forward all such submissions to the appropriate Court. All filed written submissions will be considered by the appropriate Court. If you do not file a written submission by the relevant deadline, you may not be entitled to participate, through oral submissions or otherwise, in the settlement approval hearings.

The deadline and procedure for filing a claim or opting out of the proceedings, and the effect of doing so, will be reviewed at the settlement approval hearing, and those details will be available in a further notice to be published and posted online at www.classaction.ca after the settlement is approved by the Courts.

II. CLASS COUNSEL

The law firms of Siskinds LLP and Sutts, Strosberg LLP represent Settlement Class Members in Ontario, and in provinces other than British Columbia or Quebec, as well as corporations of more than 50 employees in Quebec (the "Ontario Settlement Class"). Siskinds LLP can be reached toll free at 1-800-461-6166 ext. 2455 or by mail at 680 Waterloo Street, London, Ontario N6A 3V8 Attention: Charles Wright.

The law firm of Camp Fiorante Matthews represents Settlement Class Members in British Columbia (the "British Columbia Settlement Class"). British Columbia Class Counsel can be reached at 604-689-7555 or by mail at 4th Floor, Randall Building, 555 West Georgia Street, Vancouver, BC V6B 1Z6 Attention: J.J. Camp.

The law firm of Siskind Desmeules s.e.n.c.r.l. represents individuals and corporations of 50 or less employees who are Settlement Class Members in Quebec (the "Quebec Settlement Class"). Quebec Class Counsel can be reached at 418-694-2009 or by mail at Les promenades du Vieux-Quebec, 43 rue De Buade, bureau 320, Quebec City, QC G1R 4A2, Attention: Me Simon Hébert.

Class Counsel legal fees and disbursements must be approved by the Courts. Class Counsel will collectively be requesting legal fees of up to 25% of the settlement funds, plus disbursements and applicable taxes be approved by the Courts and paid out of the settlement funds. Class Counsel reserve the right to bring motions to the Courts for payment out of the Account for any future adverse cost awards to a maximum of CDN $250,000 and future disbursements to a maximum of CDN $250,000.

III. QUESTIONS ABOUT THE SETTLEMENT

This notice contains only a summary of the settlement and Settlement Class Members are encouraged to review the complete Settlement Agreement. Copies of the Settlement Agreement can be obtained free of charge at www.classaction.ca. Copies of the Settlement Agreement can also be mailed to you at a cost of $10, which represents the cost of photocopying and mailing. If you would

like copies of the Settlement Agreement or have questions that are not answered online at www.classaction.ca, please contact the appropriate Class Counsel. INQUIRIES SHOULD NOT BE DIRECTED TO THE COURT.

IV. INTERPRETATION

This notice contains a summary of some of the terms of the Settlement Agreement. If there is a conflict between the provisions of this notice and the Settlement Agreement, including the schedules to the Settlement Agreement, the terms of the Settlement Agreement shall prevail.

THIS NOTICE HAS BEEN AUTHORIZED BY THE ONTARIO SUPERIOR COURT OF JUSTICE, THE BRITISH COLUMBIA SUPREME COURT AND THE SUPERIOR COURT OF QUEBEC

SCHEDULE D

If you purchased LCD Products in Canada between Sept 21, 2001-December 11, 2006, **your rights could be affected by a settlement reached in the litigation.**

LCD Panels means liquid crystal display panels that are 10 inches or larger, measured diagonally. LCD Products means LCD Panels and televisions, computer monitors and laptops containing LCD Panels.

Class proceeding lawsuits have been initiated in Ontario, British Columbia and Quebec. The lawsuits allege that the Defendants conspired to fix prices for LCD Products in Canada.

A settlement has been reached with the Defendant, Chunghwa Picture Tubes Ltd. ("Chunghwa"). Under the terms of the settlement, Chunghwa has agreed to pay Cdn $2,023,000 in exchange for a full release of claims against it and its related entities relating to the Proceedings. The settlement amount is being held in an interest bearing account for the benefit of Settlement Class Members. The calculation and timing of the distribution of the settlement amount will be determined by further order of the courts. Chunghwa has agreed to provide cooperation to the Plaintiffs in pursuing the Proceedings against the remaining Defendants. The settlement is a compromise of disputed claims. Chunghwa does not admit liability.

The litigation is continuing against all Defendants, except Chunghwa.

Copies of the full legal notice and the Chunghwa Settlement Agreement can be viewed online at www.classaction.ca or can be obtained from Class Counsel.

A motion to approve the Chunghwa settlement will be heard by the Ontario Court in the City of London on • at • a.m., the British Columbia Court in the City of Vancouver on • at • a.m., and the Superior Court of Quebec in the City of Montreal on • at • a.m. At these hearings, the Ontario, British Columbia and Quebec Courts will determine whether the Settlement Agreement is fair, reasonable, and in the best interests of Settlement Class Members.

Settlement Class Members are entitled to appear and make submissions at the settlement approval hearings. If you wish to comment on or make an objection to the settlement, a written submission must be delivered to the appropriate Class Counsel at the addresses listed below by [10 days before Ontario hearing date]. Class Counsel will forward all such submissions to the appropriate Court. All filed written submissions will be considered by the appropriate Court. If you do not file a written submission by the relevant deadline, you may not be entitled to participate, through oral submissions or otherwise, in the settlement approval hearings.

The law firms of Siskinds LLP and Sutts, Strosberg LLP represent Settlement Class Members in Ontario, and in provinces other than British Columbia or Quebec, as well as corporations of more than 50 employees in Quebec. Siskinds LLP can be reached toll free at 1-800-461-6166 ext. 2455 or by mail at 680 Waterloo Street, London, Ontario N6A 3V8 Attention: Charles Wright.

The law firm of Camp Fiorante Matthews represents Settlement Class Members in British Columbia. British Columbia Class Counsel can be reached at 604-689-7555 or by mail at 4th Floor, Randall Building, 555 West Georgia Street, Vancouver, BC V6B 1Z6 Attention: J.J. Camp.

The law firm of Siskind Desmeules s.e.n.c.r.l. represents individuals and corporations of 50 or less employees who are Settlement Class Members in Quebec. Quebec Class Counsel can be reached at 418-694-2009 or by mail at Les promenades du Vieux-Quebec, 43 rue De Buade, bureau 320, Quebec City,

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QC G1R 4A2, Attention: Me Simon Hébert.

THIS NOTICE HAS BEEN AUTHORIZED BY THE ONTARIO SUPERIOR COURT OF JUSTICE, THE BRITISH COLUMBIA SUPREME COURT AND THE SUPERIOR COURT OF QUEBEC

SCHEDULE E

METHOD OF DISSEMINATION NOTICE OF HEARING IN THE MATTER OF LCD PANELS CLASS ACTION LITIGATION

The Notice of Certification and Settlement Approval Hearing shall be distributed in the following manner:

Short-Form Notice:

1. published once in the following newspapers, in either English or French, as is appropriate for each newspaper, subject to each having reasonable publication deadlines and costs:

   (a) The Globe and Mail, national edition

   (b) National Post, national edition

   (c) Montréal La Presse

   (d) Montréal The Gazette

2. published once in the following industry magazines, in either English or French, as is appropriate for each magazine, subject to each having reasonable publication deadlines and costs:

   (a) Canadian Electronics

   (b) Computer World Canada

   (c) Hub Canada

3. sent to the following industry associations, in either English or French, as is appropriate for each association, requesting voluntary distribution to their membership:

   (a) Information Technology Association of Canada

   (b) Information and Communications Technology Council (ICTC)

   (c) Television Bureau of Canada

Long-Form Notice:

1. posted in English and French by Class Counsel on Class Counsel's respective websites;

2. sent by direct mail in English and French by Class Counsel to Chunghwa Picture Tubes Ltd.'s direct purchaser customers of LCD Products during the Class Period, to the extent that

such information has been provided to Class Counsel, within seven (7) days of the first publication of the Notice; and

3. provided by Class Counsel to any person who requests it.

No. S071569
Vancouver Registry

In the Supreme Court of British Columbia

Between:

Kristopher Gruber

Plaintiff

and:

LG Philips LCD Co., Ltd., LG Philips LCD America, Inc., Samsung Electronics Co. Ltd., Samsung Electronics Canada Inc., NEC Corporation, NEC Electronics America, Inc., NEC LCD Technologies Ltd., Hitachi Ltd., Hitachi Displays, Ltd., Hitachi Canada, Ltd., Hitachi America Ltd., Hitachi Electronics Devices (USA), Inc., IDT International Ltd., International Display Technology Co., Ltd., International Display Technology 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 Corporation , Toshiba of Canada Limited, AU Optronics Corp., AU Optronics Corporation America, Chi Mei Optoelectronics Corporation, Chi Mei Optoelectronics 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

CAMP FIORANTE MATTHEWS
Barristers & Solicitors
400-856 Homer Street
Vancouver, BC V6B 2W5
Attention: Reidar Mogerman
Tel: 604-689-7555