No. S071569
Vancouver Registry

In the Supreme Court of British Columbia

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY

JAN 28 2014

ENTERED

Kristopher Gruber

Plaintiff

and

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

Defendants

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

ORDER MADE AFTER APPLICATION

☒ BEFORE THE HONOURABLE MR. JUSTICE MYERS) 24/Jan/2014

☒ ON THE APPLICATION of the plaintiff coming on for hearing at the Courthouse, 800 Smithe Street, Vancouver, BC, on 24/Jan/2014 and on hearing Reidar Mogerman

for the Plaintiff, and Steven Frankel for the Defendant Innolux Corporation (successor to Chi Mei Optoelectronics Corporation) (the "Settling Defendant");

THIS COURT ORDERS that:

1. in addition to the definitions used elsewhere in this Order, for the purposes of this Order, the definitions set out in the Settlement Agreement dated September 5, 2013, attached as Schedule "A" to this Order, apply to and are incorporated into this Order.

2. the "BC Settlement Class" is defined to mean:

> All persons in British Columbia who purchased LCD Large Screen Products during the Class Period, except the Excluded Persons.

3. in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.

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

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

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

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

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

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

10. upon the Effective Date, each Releasor shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any proceeding, cause of action, claim or demand against any Releasee, or any other Person who may claim contribution or indemnity or other claims over relief from any Releasee, whether pursuant to the *Negligence Act*, RSBC 1996, c. 333 or other legislation or at common law or equity in respect of any Released Claim or any matter

related thereto, except for the continuation of the Proceedings against the Non-Settling Defendants or named or unnamed co-conspirators that are not Releasees or, if the Proceedings are not certified or authorized with respect to the Non-Settling Defendants, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendant or named or unnamed co-conspirator that is not a Releasee. For greater certainty and without limiting the generality of the foregoing, the Releasors shall not assert or pursue a Released Claim or any matter related thereto against any Releasee under the laws of any foreign jurisdiction.

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

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

13. if, in the absence of paragraph 12 above, the Court determines that there is a right of contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise:

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

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

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

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

14. if, in the absence of paragraph 12 hereof, the Non-Settling Defendants would not have the right to make claims for contribution and indemnity or other claims over, whether in equity or in law, by statute or otherwise, from or against the Releasees, then nothing in this Order is intended to or shall limit, restrict or affect any arguments which the Non-Settling Defendants may make regarding the reduction of any assessment of damages, restitutionary award, disgorgement of profits or judgment against them in favour of the BC Settlement Class Members in the BC Action.

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

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

(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 Defendants.

16. the Settling Defendant retains all rights to oppose such motion(s) brought under paragraph 15. Moreover, nothing herein restricts the Settling Defendant from seeking a protective order to maintain confidentiality and protection of proprietary information in respect of documents to be produced and/or for information obtained from discovery in accordance with paragraph 15. Notwithstanding any provision in this Order, on any

motion brought pursuant to paragraph 15, the Court may make such orders as to costs and other terms as it considers appropriate.

17. a Non-Settling Defendant may effect service of the motion(s) referred to in paragraph 15 above on the Settling Defendant by service on Counsel for the Settling Defendant.

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

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

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

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

22. the approval of the Settlement Agreement is contingent upon the approval by the BC Court, the Ontario Court and by the Quebec Court, and the terms of this Order shall not be effective unless and until the Settlement Agreement is approved by the BC Court, the Ontario Court and the Quebec Court, and the BC Action, the Ontario Actions and Quebec Action have been dismissed with prejudice and without costs as against the Releasees who are named as defendants in the relevant proceeding by the Courts. If such orders are not secured in British Columbia, Ontario and Quebec, this Order shall be null and void and without prejudice to the rights of the Parties to proceed with this action and any agreement between the parties incorporated in this Order shall be deemed in any subsequent proceedings to have been made without prejudice.

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

24. the BC Action is hereby dismissed against the Settling Defendant, Chi Mei Corporation, Chi Mei Optoelectronics Corporation, Chi Mei Optoelectronics USA Inc., CMO Japan Co. Ltd. (incorrectly named as Chi Mei Optoelectronics Japan Co., Ltd.), Nexgen Mediatech Inc. and Nexgen Mediatech USA, Inc. without costs and with prejudice.

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

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

Signature of lawyer for the Plaintiff

Reidar Mogerman

with permission for

Signature of lawyer for the Settling Defendant

Steven Frankel

By the Court

Registrar

CHECKED

SCHEDULE "A"

CANADIAN LCD PRODUCTS CLASS ACTIONS
NATIONAL SETTLEMENT AGREEMENT

Made as of September 5, 2013

Between

THE FANSHAWE COLLEGE OF APPLIED ARTS AND TECHNOLOGY, COMMUNICATION MEGA-SAT INC., and KRISTOPHER GRUBER

(the "Plaintiffs")

and

INNOLUX CORPORATION

(the "Settling Defendant")

DG

CANADIAN LCD PRODUCTS CLASS ACTIONS
NATIONAL SETTLEMENT AGREEMENT

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CANADIAN LCD PRODUCTS CLASS ACTIONS
NATIONAL SETTLEMENT AGREEMENT

RECITALS

A. WHEREAS the Proceedings were commenced by the Plaintiffs in British Columbia, Quebec and Ontario, and the Second Ontario Action was commenced by the Ontario Plaintiff in Ontario;

B. WHEREAS the Proceedings and Second Ontario Action allege that some or all of the Releasees participated in an unlawful conspiracy to raise, fix, maintain or stabilize the price of LCD Products in Canada and/or to allocate markets and customers for the sale of LCD Products in Canada, contrary to Part VI of the *Competition Act* and the common law and/or the civil law;

C. WHEREAS the Settling Defendant consents to being added as a defendant in the Ontario Action and the Quebec Action;

D. WHEREAS the Ontario Action was certified as a class proceeding under the Ontario *Class Proceedings Act* pursuant to the Ontario Certification Order dated October 21, 2011 with respect to a class defined as follows:

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

Koninklijke Philips Electronics N.V., Polaroid Corporation, Prima Technology Inc., Proview Technology Inc., TTE Corporation (including the RCA brand), Sony of Canada Ltd., Stealth Computer Corporation, ViewSonic Corporation and Westinghouse Digital Electronics.

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

E. WHEREAS the Non-Settling Defendants and the Releasees named as defendants in the Ontario Action sought and were granted leave to appeal the Ontario Certification Order to the Ontario Divisional Court, which appeal is pending;

F. WHEREAS a jurisdiction challenge by the Non-Settling Defendants named as defendants in the Second Ontario Action is pending in the Second Ontario Action, which challenge was settled by the Ontario Plaintiff and the Releasees named as defendants in the Second Ontario Action to the effect that it was agreed that the Settling Defendant would remain a defendant in the Second Ontario Action and attorn to the jurisdiction of the Ontario Court in the Second Ontario Action and the BC Court in the BC Action in exchange for the Second Ontario Action being dismissed against Chi Mei Corporation and Nexgen Mediatech, Inc. and the BC Action being dismissed against Chi Mei Corporation, Nexgen Mediatech, Inc. and Nexgen Mediatech USA, Inc., without costs and with prejudice.

G. WHEREAS the Proceedings were certified for settlement purposes in the context of a settlement with Chunghwa Picture Tubes Ltd. by order of the Ontario Court dated April 26, 2010, the order of the British Columbia Court dated May 21, 2010, and the order of the Quebec Court dated September 21, 2010 with respect to the following class, and putative Settlement Class Members included in this class were permitted an opportunity to opt out of the Proceedings and one Person validly and timely exercised the right to opt out of the Proceedings:

All persons in Canada (excluding defendants and their respective parents, employees, subsidiaries, affiliates, officers and directors) who purchased LCD Panels* or LCD Products** directly from a defendant or any entity affiliated with a defendant, an Original

Equipment Manufacturer*** or a Distributor**** in Canada between September 21, 2001 and December 11, 2006.

*LCD Panels means liquid crystal display panels that are 10 inches or larger, measured diagonally.

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

***Original Equipment Manufacturer means any of the following entities or any company affiliated with any of the following entities: Acer Inc. (including the Gateway brand), Apple Canada Inc., Compaq Computer Corporation, Dell Corporation, Fujitsu Limited, Hewlett-Packard Development Company, L.P., IBM Corporation, JVC Canada, LG Electronics, Lenovo Group Limited, Mitsubishi Electric Corporation, Panasonic Corporation, Koninklijke Philips Electronics N.V., Polaroid Corporation, Prima Technology Inc., Proview Technology Inc., TTE Corporation (including the RCA brand), Sony of Canada Ltd., Stealth Computer Corporation, ViewSonic Corporation and Westinghouse Digital Electronics.

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

H. WHEREAS the Proceedings were certified for settlement purposes in the context of a settlement with Epson Imaging Devices Corporation by order of the Ontario Court dated December 2, 2011, order of the BC Court dated January 26, 2012 and order of the Quebec Court dated December 14, 2011 with respect to the following class, and putative Settlement Class Members included in this class but not included in the Chunghwa class as defined in paragraph G above were permitted an opportunity to opt out of the Proceedings (the notice advising of this opportunity to opt out was published on July 30, 2013 and the deadline for opting out is September 28, 2013):

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

*Class Period means September 21, 2001 to December 11, 2006.

I. WHEREAS the Ontario Action and the BC Action were certified for settlement purposes in the context of a settlement with Samsung Electronics Co., Ltd. and Samsung Electronics Canada Inc. by order of the Ontario Court dated May 28, 2013, order of the BC Court dated May 30, 2013 and order of the Quebec Court dated July 12, 2013, with respect to the following class, and putative Settlement Class Members included in this class but not included in the Chunghwa class as defined in paragraph G above or the Epson class as defined in paragraph H were permitted an opportunity to opt out of the Proceedings (the notice advising of this opportunity to opt out was published on July 30, 2013 and the deadline for opting out is September 28, 2013):

> All persons in Canada who purchased LCD Large Screen Products during the Class Period, except the Excluded Persons and persons who are included in the Quebec Class and the BC Class.
>
> *Class Period means January 1, 1998 to December 11, 2006.

J. WHEREAS the Settling Defendant and Releasees do not admit, through the execution of this Settlement Agreement or otherwise, any allegation of unlawful conduct alleged in the Proceedings, the Second Ontario Action, or otherwise;

K. 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 Releasees or evidence of the truth of any of the Plaintiffs' allegations against the Releasees, which allegations are expressly denied by the Settling Defendant;

L. 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 the Releasees by the Plaintiffs and the Settlement Class in the Proceedings and the Second Ontario Action, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;

M. WHEREAS the Settling Defendant does not hereby attorn to the jurisdiction of the Courts or any other court or tribunal in respect of any civil, criminal or administrative process except to the extent expressly provided in this Settlement Agreement with respect to the Proceedings and the Second Ontario Action;

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

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

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

Q. WHEREAS the Parties therefore wish to and hereby finally resolve on a national basis, without admission of liability, all of the Proceedings and the Second Ontario Action as against the Releasees who are named as defendants in the Proceedings or the Second Ontario Action;

R. WHEREAS while the Ontario Action was previously certified as a class proceeding under the Ontario *Class Proceedings Act* on a contested basis (subject to a pending appeal), and while the BC Action and the Ontario Action were certified on a consent basis as against the Settled Defendants for the purposes of settlement only and the Quebec Action was authorized on a consent basis as against the Settled Defendants for the purposes of settlement only, the Parties now consent to certification or authorization of the Proceedings and the Second Ontario Action as class proceedings and to the Settlement Classes and a Common Issue in respect of each of the Proceedings and the Second Ontario Action solely for the purposes of implementing this Settlement Agreement in a coordinated and consistent manner across Canada and contingent on approvals by the Courts as provided for in this Settlement Agreement, on the express understanding that such certification or authorization shall not derogate from the respective

rights of the Parties in the event that this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason; and

S. WHEREAS the Plaintiffs assert that they are adequate class representatives for the classes they seek to represent and will seek to be appointed representative plaintiffs in their respective Proceedings and the Second Ontario Action;

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

Section 1 - Definitions

For the purposes of this Settlement Agreement only, including the recitals and schedules hereto:

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

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

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

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

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

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

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

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

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

(10) *Counsel for the Settling Defendant* means Davies Ward Phillips & Vineberg LLP.

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

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

(13) *Defendants* means the entities named as defendants in any of the Proceedings or the Second Ontario Action as set out in Schedule A, and any persons added as defendants in the Proceedings or Second Ontario Action in the future. For greater certainty, Defendants includes the Settling Defendant.

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

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

(16) *Excluded Person* means each Defendant, the directors and officers of each Defendant, the subsidiaries or affiliates of each Defendant, the entities in which each Defendant or any of that Defendant's subsidiaries or affiliates have a controlling interest and the legal representatives, heirs, successors and assigns of each of the foregoing, and those Persons who validly and timely opted-out of the Proceedings in accordance with the order of the Ontario Court dated April 26,

2010, the order of the British Columbia Court dated May 21, 2010, or the order of the Quebec Court dated September 21, 2010, as applicable, and those Persons who validly and timely opt out of the Proceedings in accordance with the orders of the Ontario Court dated December 2, 2011 and May 28, 2013, the orders of the British Columbia Court dated January 16, 2012 and May 30, 2013, or the orders of the Quebec Court dated December 14, 2011 and July 12, 2013, as applicable.

(17) ***Final Order*** means the later of a final judgment entered by a Court approving this Settlement Agreement in accordance with its terms, 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 approval of this Settlement Agreement in accordance with its terms, upon a final disposition of all appeals.

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

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

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

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

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

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

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

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

(26) *Ontario Counsel* means Siskinds LLP.

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

(28) *Ontario Plaintiff* means The Fanshawe College of Applied Arts and Technology.

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

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

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

(32) *Plaintiffs* means the individuals and entities named as plaintiffs in the Proceedings or Second Ontario Action as set out in Schedule A.

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

(34) *Proportionate Liability* means the proportion of any judgment that, had the Settling Defendant not settled, the Ontario or BC Court, as appropriate, would have apportioned to the Releasees.

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

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

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

(38) *Released Claims* means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages of any kind (including compensatory, punitive or other damages) whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses (including Administration Expenses), penalties, and lawyers' fees (including Class Counsel Fees), known or unknown, suspected or unsuspected, actual or contingent, and liquidated or unliquidated, in law, under statute or in equity, relating in any way to any conduct anywhere, from the beginning of time to the date hereof, in respect of the purchase, sale, pricing, discounting, marketing or distributing of LCD Products in Canada or relating to any conduct alleged (or which was previously or could have been alleged) in the Proceedings or Second Ontario Action including, without limitation, any such claims which have been asserted or could have been asserted, directly or indirectly, whether in Canada or elsewhere, in respect of the purchase, sale, pricing, discounting, marketing or distributing of LCD Products in Canada, including, without limitation, any claims for consequential, subsequent or follow-on harm that arises after the date hereof in respect of any agreement, combination or conduct that occurred prior to the date hereof. However, nothing herein shall be construed to release any alleged product defect, breach of contract, or similar claim between the Parties that relates to LCD Products but does not relate to alleged anti-competitive conduct.

(39) *Releasees* means, jointly and severally, individually and collectively, the Settling Defendant, Chi Mei Corporation, Chi Mei Optoelectronics USA Inc., CMO Japan Co. Ltd., Nexgen Mediatech Inc. and Nexgen Mediatech USA, Inc., and all of their 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 all of their respective past, present and future officers, directors, employees, agents, shareholders, attorneys, trustees, servants and representatives, and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing, excluding always the Non-Settling Defendants.

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

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

(42) ***Settled Defendants*** means Chunghwa Picture Tubes Ltd., Epson Imaging Devices Corporation (formerly known as Sanyo Epson), Samsung Electronics Co., Ltd. and Samsung Electronics Canada Inc., but excludes Samsung Electronics Co., Ltd. and Samsung Electronics Canada Inc. to the extent that they terminate their own settlement agreement in accordance with the terms of their own settlement agreement or their own settlement agreement otherwise fails to take effect for any reason.

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

(44) ***Settlement Amount*** means CDN$10,000,000.

(45) ***Settlement Class*** means, in respect of each Proceeding and the Second Ontario Action, the settlement class defined in Schedule A.

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

(47) ***Settling Defendant*** means Innolux Corporation, the successor in interest to Chi Mei Optoelectronics Corporation, and formerly known as Chimei Innolux Corporation.

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

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

Section 2– Settlement Approval

2.1 Best Efforts

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

2.2 Motions Seeking Approval of Notice and Certification or Authorization

(1) The Plaintiffs shall bring motions before the Courts, as soon as practicable after the Settlement Agreement is executed, for orders approving the notices described in Section 11.1(1) and certifying or authorizing each of the Proceedings and the Second Ontario Action commenced in their respective jurisdictions as a class proceeding as against the Settling Defendant (for settlement purposes only).

(2) The Ontario orders approving the notices described in Section 11.1(1) and certifying the Ontario Action and Second Ontario Action for settlement purposes shall be substantially in the forms attached as Schedule B1 and B2. The BC and Quebec orders approving the notices described in Section 11.1(1) and certifying or authorizing the BC and Quebec Actions for settlement purposes shall be agreed upon by the Parties and shall mirror the substance and, where possible, the form of the Ontario order attached as Schedule B1.

2.3 Motions Seeking Approval of the Settlement

(1) The Plaintiffs shall bring motions before the Courts for orders approving this Settlement Agreement, as soon as practicable after:

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

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

(c) the deadline for Settlement Class Members to object to the Settlement Agreement has expired.

(2) The Ontario orders approving this Settlement Agreement shall be substantially in the forms attached as Schedule C1 and C2. The BC and Quebec orders approving this Settlement Agreement shall be agreed upon by the Parties and shall mirror the substance and, where possible, the form of the Ontario orders.

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

2.4 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 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) Within sixty (60) days of execution of the Settlement Agreement and after receipt of an invoice from Ontario Counsel, the Settling Defendant shall pay $5,000,000 CDN of the Settlement Amount to Ontario Counsel for deposit into the Trust Account. The remaining $5,000,000 CDN of the Settlement Amount shall be paid to Ontario Counsel for deposit into the Trust Account on or before the earlier of (i) the date which is one-hundred and twenty days (120) days after execution of the Settlement Agreement and (ii) the Effective Date, and after receipt of an invoice from Ontario Counsel. The Settlement Amount shall be held for the benefit of Settlement Class Members.

(2) Payment of the Settlement Amount shall be made by wire transfer. The invoices provided by Ontario Counsel pursuant to section 3.1(1) shall include the following information necessary to complete the wire transfers; name of bank, address of bank, ABA number, SWIFT number, name of beneficiary, beneficiary's bank account number, beneficiary's address, and bank contact details.

(3) The Settlement Amount shall be paid in full satisfaction of the Released Claims against the Releasees.

(4) The Settlement Amount shall be all-inclusive of all amounts, including interest and costs. Without limiting the generality of the foregoing, the Settlement Amount includes the amount of $76,499.48, plus postjudgment interest, paid in full satisfaction of CMO Japan Co. Ltd. and Chi Mei Optoelectronics USA Inc.'s proportionate share of the certification motion costs payable by the Defendants in the Ontario Action pursuant to the Ontario Certification Order, as well as any costs that may be attributed to CMO Japan Co. Ltd. and/or Chi Mei Optoelectronics USA Inc. in the appeal of the Ontario Certification Order or any motions to amend or motions for production pending in the Ontario Action.

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

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

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

(8) Ontario Counsel and the Claims Administrator, respectively, shall not pay out all or any part of the monies in the Trust Account, except in accordance with this Settlement Agreement, or in accordance with an order of the Courts obtained after notice to the Parties.

3.2 Taxes and Interest

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

(2) Subject to Section 3.2(3), all taxes payable on any interest which accrues on the Settlement Amount in the Trust Account or otherwise in relation to the Settlement Amount shall be paid from the Trust Account. Ontario Counsel or the Claims Administrator, as appropriate, shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Amount in the Trust Account, including any obligation to report taxable income and

make tax payments. All taxes (including interest and penalties) due with respect to the income earned by the Settlement Amount shall be paid from the Trust Account.

(3) The Settling Defendant shall have no responsibility to make any filings relating to the Trust Account and will have no responsibility to pay tax on any income earned on the Settlement Amount or pay any taxes on the monies in the Trust Account, unless this Settlement Agreement is terminated, in which case the interest earned on the Settlement Amount in the Trust Account or otherwise shall be paid to the Settling Defendant who, in such case, shall be responsible for the payment of all taxes on such interest not previously paid by Ontario Counsel.

3.3 Intervention in the U.S. Litigation

(1) The Settling Defendant and other Releasees shall not oppose any application that may be brought by or on behalf of the Plaintiffs to intervene in the U.S. Litigation in order to gain access to discovery documents and other documents and information subject to a protective order that are relevant to the Proceedings or Second Ontario Action. However it is understood and agreed that neither the Settling Defendant nor the other Releases have any obligation to bring or otherwise participate in such an application.

Section 4 – Cooperation

4.1 Extent of Cooperation

(1) Within thirty (30) days of the Effective Date, or at a time mutually agreed upon by the Parties, subject to any court order with respect to confidentiality and the other provisions of this Settlement Agreement, the Settling Defendant agrees to use reasonable efforts to:

(a) provide to Class Counsel existing available electronic transactional data for direct sales by the Settling Defendant of LCD Large Screen Products delivered in Canada during the Class Period, to the extent that such data has not previously been provided. Counsel for the Settling Defendant agrees to be reasonably available as necessary to make best efforts to provide responses to Class Counsel's questions regarding the electronic transactional data produced by the Settling Defendant, up to a maximum of five (5) hours. The Settling Defendant

shall bear no liability with respect to the completeness or accuracy of the information provided pursuant to this Section;

(b) provide to Class Counsel copies of available transcripts or video recordings of depositions of the current or former employees, directors or officers of the Settling Defendant, Chi Mei Optoelectronics USA Inc., or CMO Japan Co. Ltd. taken in the U.S. Litigation which concern the allegations raised in the Proceedings; and

(c) provide copies of any pre-existing documents (as defined in Rule 30.01 of the Ontario *Rules of Civil Procedure*) produced by the Settling Defendant, Chi Mei Optoelectronics USA Inc., or CMO Japan Co. Ltd. in the U.S. Litigation concerning the allegations raised in the Proceedings, 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.

(2) 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 authenticate for use at trial and/or discovery any of the documents provided by the Settling Defendant as cooperation pursuant to Section 4.1 of this Settlement Agreement that Class Counsel and the Settling Defendant, acting reasonably, agree may be reasonably necessary for the prosecution of the Proceedings against the Non-Settling Defendants and may be presented to the Courts. The Parties agree that the Settling Defendant will be reimbursed for any witness expenses incurred as a result of such authentication.

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

(4) Nothing in this Settlement Agreement shall require, or shall be construed to require, the Settling Defendant or any representative or employee of the Settling Defendant to disclose or produce any documents or information prepared by or for Counsel for the Settling Defendant, or

that is not within the possession, custody or control of the Settling Defendant, Chi Mei Optoelectronics USA Inc., and/or CMO Japan Co. Ltd., 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 Releasee.

(5) 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 disclosed or 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.

(6) The Settling Defendant's obligations to cooperate as particularized in this Section 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.

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

(8) 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, agree

not to seek information that is unnecessary, cumulative or duplicative and agree otherwise to avoid imposing undue or unreasonable burdens or expense on the Settling Defendant.

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

(10) The Settling Defendant makes no representation regarding and shall bear no liability with respect to the accuracy of or that they have, can or will produce a complete set of any of the documents or information described in this Section 4.1, and the failure to do so shall not constitute a breach or violation of this Settlement Agreement.

4.2 Limits on Use of Documents

(1) It is understood and agreed that all documents and information made available or 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 disclose 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. Subject to the foregoing, Class Counsel shall take reasonable precautions to ensure and maintain the confidentiality of such documents and information, and of any work product of Class Counsel that discloses such documents and information.

(2) If the Plaintiffs or Class Counsel intends to produce or file in the Proceedings or Second Ontario Action any documents or other information provided by the Settling Defendant as cooperation under the Settlement Agreement (and such disclosure is not otherwise prohibited by the Settlement Agreement) which, at the time of being provided, were marked or designated by the Settling Defendant as "Confidential – Subject to Procedure Under Section 4.2(2) of the Settlement Agreement", Class Counsel shall provide the Settling Defendant with an advance description of the documents or other information sought to be produced or filed at least thirty (30) days in advance of the proposed production or filing, in order that the Settling Defendant may intervene for the purposes of obtaining a sealing or confidentiality order or similar relief. If the Settling Defendant intervenes for this purpose, the Plaintiffs, Settlement Class Members and Class Counsel shall not oppose the position taken by the Settling Defendant.

(3) In the event that a Person applies for an order requiring the Plaintiffs or Settlement Class Members to disclose or produce any documents or other information provided by the Settling Defendant as cooperation under this Settlement Agreement which, at the time of being provided, were marked or designated by the Settling Defendant as "Confidential – Subject to Procedure Under Section 4.2(2) of the Settlement Agreement", Class Counsel shall notify the Settling Defendant of such application promptly upon becoming aware of it in order that the Settling Defendant may intervene to oppose such disclosure or production. In no circumstances shall the Plaintiffs, Settlement Class Members or Class Counsel apply for or consent to such an application for disclosure or production.

Section 5– Distribution of the Settlement Amount and Accrued Interest

5.1 Distribution Protocol

(1) At a time wholly within the discretion of Class Counsel, but on notice to the Settling Defendant, Class Counsel will bring motions seeking orders from the Courts approving the Distribution Protocol. The motions can be brought before the Effective Date, but the orders approving the Distribution Protocol shall be conditional on the Effective Date occurring.

(2) The Distribution Protocol shall require Settlement Class Members seeking compensation to give credit for any compensation received through other proceedings or private out-of-class settlements, unless by such proceedings or private out-of-class settlements the Settlement Class Member's claim was released in its entirety, in which case the Settlement Class Member shall be deemed ineligible for any further compensation.

5.2 No Responsibility for Administration or Fees

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

Section 6 - Termination of Settlement Agreement

6.1 Right of Termination

(1) In the event that:

(a) any Court declines to certify or authorize the Settlement Class;

(b) any Court declines to dismiss the Proceedings or the Second Ontario Action against the Releasees who are named as defendants in the relevant Proceeding or the Second Ontario Action;

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

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

(e) the Parties do not reach agreement on the form and content of any order required by this Settlement Agreement, or the agreed order is approved by a Court in a materially modified form; or

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

each of the Settling Defendant, Class Counsel, and the Plaintiffs shall have the right to terminate this Settlement Agreement by delivering a written notice pursuant to Section 14.18, within 30 days following the event described above. Except as provided for in Section 6.4, if the Settling Defendant, Class Counsel or the Plaintiffs exercise their right to terminate, the Settlement Agreement shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.

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

(a) Class Counsel Fees,

(b) the Distribution Protocol, or

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

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

(3) For greater certainty, the Plaintiffs, Class Counsel and the Settling Defendant acknowledge and agree that they shall not rely on any current or future rulings or proceedings arising from or in connection with the appeals to the Supreme Court of Canada in *Samsung Electronics Co., Ltd., et al. v. Option Consommateurs, et al.* (Supreme Court of Canada No. 34617), in *Sun-Rype Products Ltd. v. Archer Daniels Midland Company* (Supreme Court of Canada No. 34283) or in *Pro-Sys Consultants Ltd. v. Microsoft Corporation* (Supreme Court of Canada No. 34282) as any basis for seeking to terminate or amend this Settlement Agreement pursuant to Section 6.1(1) or otherwise at law.

6.2 If Settlement Agreement is Terminated

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

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

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

(c) any prior certification or authorization of a Proceeding or the Second Ontario Action as a class proceeding on the basis of this Settlement Agreement, including the definitions of the Settlement Class and the Common Issue pursuant to this Settlement Agreement, shall be without prejudice to any position that any of the Parties or Releasees may later take on any issue in the Proceedings, the Second Ontario Action or any other litigation; and

(d) within ten (10) days of such termination having occurred, Class Counsel shall destroy all documents or other materials provided by the Settling Defendant under this Settlement Agreement 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 Section 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 Settlement Amount Following Termination

(1) If the Settlement Agreement is terminated, Ontario Counsel shall, within thirty (30) business days of the written notice advising that the Settlement Agreement has been terminated in accordance with its terms, pay to the Settling Defendant the Settlement Amount plus all accrued interest thereon and less the costs of the notices required by Section 11.1(1) and any costs of translation required by Section 14.12.

6.4 Survival of Provisions After Termination

(1) If this Settlement Agreement is terminated or otherwise fails to take effect for any reason, the provisions of Sections 3.2, 5.2, 6.2(1), 6.3, 9.1, 9.2 and 12.2(4), 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), 5.2, 6.2(1), 6.3, 9.1, 9.2 and 12.2(4) within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

Section 7– Releases and Dismissals

7.1 Release of Releasees

(1) Upon the Effective Date, subject to Section 7.3, 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 that any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have.

7.2 Release by Relensees

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

7.3 Covenant Not To Sue

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

7.4 No Further Claims

(1) Upon the Effective Date, the Releasors shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any action, suit, cause of action, claim or demand against any Releasee, or any other Person who may claim contribution or indemnity or other claims over relief from any Releasee, in respect of any Released Claim or any matter related thereto, except for the continuation of the Proceedings and the Second Ontario Action against the Non-Settling Defendants or unnamed alleged co-conspirators that are not Releasees or, if the Proceedings or the Second Ontario Action are not certified or authorized, the continuation of the claims asserted in the Proceedings or the Second Ontario Action on an individual basis or otherwise against any Non-Settling Defendant or unnamed co-conspirator that

is not a Releasee. For greater certainty and without limiting the generality of the foregoing, the Releasors shall not assert or pursue a Released Claim or any matter related thereto against any Releasee under the laws of any foreign jurisdiction.

7.5 Dismissal of the Proceedings and Second Ontario Action

(1) Upon the Effective Date, the BC Action, the Ontario Action and the Second Ontario Action shall be dismissed with prejudice and without costs as against the Releasees who are named as defendants in the BC Action, the Ontario Action and the Second Ontario Action, as applicable.

(2) Upon the Effective Date, the Quebec Action shall be settled, without costs and without reservation as against the Releasees who are named as defendants in the Quebec Action, and the Parties shall sign and file a declaration of settlement out of court with the Quebec Court.

(3) Upon the Effective Date, the Releasees who are named as defendants in the Ontario Action shall abandon their appeal of the Ontario Certification Order before the Ontario Divisional Court.

7.6 Dismissal of Other Actions

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

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

(3) Each member of the Quebec Settlement Class who makes a claim under this Settlement Agreement shall be deemed to irrevocably consent to the dismissal, without costs and without reservation, of his, her or its Other Actions against the Releasees.

(4) Each Other Action commenced in Quebec by a member of the Quebec Settlement Class who makes a claim under this Settlement Agreement shall be dismissed as against the Releasees, without costs and without reservation.

7.7 Material Term

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

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

8.1 Ontario and British Columbia Bar Order

(1) Bar orders shall be granted by the Ontario Court (in both the Ontario Action and the Second Ontario Action) and the BC Court providing for the following:

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

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

(A) the Ontario and BC Plaintiffs and Settlement Class Members shall not be entitled to claim or recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs (including

investigative costs claimed pursuant to section 36 of the *Competition Act*) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;

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

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

(c) a Non-Settling Defendant may, on motion to the Ontario Court or the BC Court, as appropriate, determined as if the Settling Defendant remained party to the relevant Proceeding, and on at least ten (10) days notice to Counsel for the Settling Defendant, and not to be brought unless and until the relevant Proceeding against the Non-Settling Defendants has been certified and all appeals or times to appeal have been exhausted, seek Orders for the following:

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

(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 Defendants.

(d) The Settling Defendant retains all rights to oppose any motion brought pursuant to Section 8.1(1)(c), including any such motion brought at trial seeking an order requiring the Settling Defendant to produce a representative to testify at trial. Moreover, nothing herein restricts the Settling Defendant from seeking a protective order to maintain confidentiality and protection of proprietary information in respect of documents to be produced and/or for information obtained from discovery in accordance with Section 8.1(1)(c);

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

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

(g) the Ontario and BC Courts will retain an ongoing supervisory role over the discovery process and the Settling Defendant will attorn to the jurisdiction of the Ontario and BC Courts for these (but no other) purposes; and

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

8.2 Quebec Waiver or Renunciation of Solidarity Order

(1) A waiver or renunciation of solidarity shall be granted by the Quebec Court providing for the following:

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

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

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

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

8.3 Claims Against Other Entities Reserved

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

Section 9 – Effect of Settlement

9.1 No Admission of Liability

(1) The Plaintiffs and the Releasees expressly reserve all of their rights if the Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason. Further, whether or not the Settlement Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by the Releasees, or of the truth of any of the claims or allegations contained in the Proceedings, the Second Ontario Action, or any other pleading filed by the Plaintiffs.

9.2 Agreement Not Evidence

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

9.3 No Further Litigation

(1) No Class Counsel, nor anyone currently or hereafter employed by 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 and Second Ontario Action against any Non-Settling Defendant or unnamed co-conspirators that are not Releasees or, if the Proceedings and Second Ontario Action are not certified or authorized, the continuation of the claims asserted in the Proceedings and Second Ontario Action on an individual basis or otherwise against any Non-Settling Defendant or unnamed co-conspirator that is not a Releasee. Moreover, these persons may not divulge to anyone for any purpose any information obtained in the course of the Proceedings and Second Ontario Action or the negotiation and preparation of this Settlement Agreement, except to the extent such information is otherwise publicly available or unless ordered to do so by a court.

(2) Section 9.3(1) shall be inoperative to the extent that it requires any lawyer who is a member of the Law Society of British Columbia to breach his or her obligations under section 3.2-10 of the Law Society of British Columbia's *Code of Professional Conduct for British Columbia* by refraining from participation or involvement in any claim or action in a British Columbia court.

Section 10– Certification or Authorization for Settlement Only

(1) The Parties agree that the Proceedings and Second Ontario Action shall be certified or authorized as class proceedings as against the Settling Defendant solely for purposes of settlement of the Proceedings and Second Ontario Action 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 and Second Ontario Action as class proceedings for settlement purposes and for the approval of this Settlement Agreement, the only common issue that they will seek to define is the Common Issue and the only classes that they will assert are the Settlement Classes.

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

Section 11- Notice to Settlement Classes

11.1 Notices Required

(1) The proposed Settlement Classes shall be given a single notice of (i) the certification or authorization of the Proceedings and Second Ontario Action as class proceedings as against the Settling Defendant for settlement purposes; and (ii) the hearings at which the Courts will be asked to approve the Settlement Agreement; and (iii) if they are brought with the hearings to approve the Settlement Agreement, the hearings to approve Class Counsel Fees and/or a Distribution Protocol.

(2) The proposed Settlement Classes shall also be given a notice of: (i) approval of the Settlement Agreement; and (ii) approval of the Distribution Protocol.

11.2 Form and Distribution of Notices

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

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

Section 12 – Administration and Implementation

12.1 Mechanics of Administration

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

12.2 Information and Assistance

(1) The Settling Defendant will make reasonable efforts to provide a list of the names and addresses of Persons, if any, in Canada who purchased LCD Large Screen Products from it during the Class Period.

(2) The name and address information required by Section 12.2(1) shall be delivered to Class Counsel within fifteen (15) days of the Date of Execution or at a time mutually agreed upon by the Parties.

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

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

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

(c) to facilitate the claims administration process with respect to this Settlement Agreement and any other settlement agreement achieved in the Proceedings or the Second Ontario Action; and

(d) as otherwise authorized in Section 4.

(4) All information provided by the Settling Defendant pursuant to Section 12.2(1) shall be dealt with in accordance with Section 4. 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.

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

Section 13 – Class Counsel Fees and Administration Expenses

(1) Ontario Counsel shall pay the costs of the notices required by Section 11 and any costs of translation required by Section 14.12 from the Trust Account, as they become due. The Releasees shall not have any responsibility for the costs of the notices or translation.

(2) Except as provided in Section 13(1), Class Counsel Fees and Administration Expenses may only be paid out of the Trust Account after the Effective Date.

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

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

Section 14 - Miscellaneous

14.1 Motions for Directions

(1) Class Counsel or the Settling Defendant may apply to the Ontario Court and/or such other Courts as may be required by the Courts for directions in respect of the interpretation, implementation and administration of this Settlement Agreement. Unless the Courts order otherwise, motions for directions that do not relate specifically to the matters affecting the BC Action, BC Settlement Class Members, the Quebec Action or/and Quebec Settlement Class Members shall be determined by the Ontario Court.

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

14.2 Releasees Have No Liability for Administration

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

14.3 Headings, etc.

(1) In this Settlement Agreement:

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

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

14.4 Computation of Time

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

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

(b) only in the case where the time for doing an act expires on a holiday as "holiday" is defined in the *Interpretation Act*, RSC 1985, c I-21, 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 the Proceeding or Second Ontario Action commenced in its jurisdiction, the Parties and the Class Counsel Fees in that proceeding.

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

(3) Notwithstanding Section 14.5(1) and (2), the Ontario Court shall exercise jurisdiction with respect to implementation, administration, interpretation and enforcement of the terms of this Settlement Agreement, and the Plaintiffs and Settlement Class Members attorn to the

jurisdiction of the Ontario Court for such purposes. Issues related to the administration of this Settlement Agreement, the Trust Account, and other matters not specifically related to the claim of a Settlement Class Member in the BC Action or the Quebec Action shall be determined by the Ontario Court.

(4) Notwithstanding Section 14.6(1), for matters relating specifically to the claim of a Settlement Class Member in the BC Action or the Quebec Action or to the BC or Quebec Actions, the BC or Quebec Court, as applicable, shall apply the law of its own jurisdiction.

14.6 Governing Law

(1) 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

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

14.8 Amendments

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

14.9 Binding Effect

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

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

14.10 Counterparts

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

14.11 Negotiated Agreement

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

14.12 Language

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

14.13 Transaction

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

14.14 Recitals

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

14.15 Schedules

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

14.16 Acknowledgements

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

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

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

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

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

14.17 Authorized Signatures

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

14.18 Notice

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

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

For the Plaintiffs and for Class Counsel in the Proceedings and Second Ontario Action:

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

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

Simon Hebert
SISKINDS DESMEULES s.e.n.c.r.l.
Les promenades du Vieux-Quebec
43 rue Buade, bureau 320
Quebec City, QC G1R. 4A2
Tel: 418-694-2009
Fax: 418-694-0281
Email: simon.hebert@siskindsdesmeules.com

For the Settling Defendant:

Sandra A. Forbes and Chantelle Spagnola

DAVIES WARD PHILLIPS & VINEBERG
LLP
155 Wellington Street West
Toronto ON M5V 3J7

Tel: 416.863-5574
Fax: 416.863.0871
Email: sforbes@dwpv.com
cspagnola@dwpv.com

14.19 Date of Execution

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

THE FANSHAWE COLLEGE OF APPLIED ARTS AND TECHNOLOGY, COMMUNICATION MEGA-SAT INC., and KRISTOPHER GRUBER, on their own behalf and on behalf of the Settlement Class, by their counsel

Name of Authorized Signatory: Andrea Dekay

Signature of Authorized Signatory: [signature]
Siskinds LLP
Ontario Class Counsel

Name of Authorized Signatory: Reidar Mogerman

Signature of Authorized Signatory: [signature]
Camp Fiorante Matthews Mogennan
BC Class Counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____
Siskinds Desmoules s.e.n.c.r.l.
Quebec Class Counsel

INNOLUX CORPORATION

Name of Authorized Signatory: Mr. Wei-fan Wang
Vice General Director/Legal Department

Signature of Authorized Signatory: Weifan Wang

THE FANSHAWE COLLEGE OF APPLIED ARTS AND TECHNOLOGY, COMMUNICATION MEGA-SAT INC., and KRISTOPHER GRUBER, on their own behalf and on behalf of the Settlement Class, by their counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____

Siskinds LLP
Ontario Class Counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____

Camp Fiorante Matthews Mogerman
BC Class Counsel

Name of Authorized Signatory: Me Simon Hebert

Signature of Authorized Signatory: _____

Siskinds Desmeules s.e.n.c.r.l.
Quebec Class Counsel

INNOLUX CORPORATION

Name of Authorized Signatory: Mr. Wei-fan Wang
Vice General Director/Legal Department

Signature of Authorized Signatory: Wei-fan Wang

SCHEDULE "A"

Proceedings

Court and File No.	Plaintiffs' Counsel	Plaintiff	Named Defendants	Settlement Class
Ontario Action				
Ontario Superior Court of Justice Court File No. 54054 CP	Siskinds LLP	The Fanshawe College of Applied Arts and Technology	LG Philips LCD Co., Ltd., L.G. Philips LCD America, Inc., Samsung Electronics Co. Ltd., Samsung Electronics Canada Inc., Hitachi Ltd., Hitachi Displays, Ltd., Hitachi Canada, Ltd., Hitachi America Ltd, Hitachi Electronics Devices (USA) Inc., Sharp Corporation, Sharp Electronics Corporation, Sharp Electronics of Canada Ltd., Toshiba Corporation, Toshiba Matsushita Display Technology Co., Ltd., Toshiba America Corporation, Toshiba of Canada Limited, AU Optronics Corporation America, Chi Mei Optoelectronics USA, Inc., CMO Japan Co., Ltd. (incorrectly named as Chi Mei Optoelectronics Japan Co., Ltd.), and Chunghwa Picture Tubes Ltd.	All persons in Canada who purchased LCD Large Screen Products during the Class Period, except the Excluded Persons and persons who are included in the Quebec Class and the BC Class.

Court and File No.	Plaintiffs' Counsel	Plaintiff	Named Defendants	Settlement Class
Second Ontario Action				
Ontario Superior Court of Justice Court File No. 62858CP	Siskinds LLP	The Fanshawe College of Applied Arts and Technology	AU Optronics Corporation, Chi Mei Corporation, Chi Mei Optoelectronics Corporation, Nexgen Mediatech Inc., and HannStar Display Corporation	All persons in Canada who purchased LCD Large Screen Products during the Class Period except the Excluded Persons and persons who are included in the Quebec Class and the BC Class.
BC Action				
British Columbia Supreme Court File No. S071569 (Vancouver Registry)	Camp Fiorante Matthews Mogerman	Kristopher Gruber	LG 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., Epson Imaging Devices Corporation fka Sanyo Epson Imaging Devices Corporation, Sharp Corporation, Sharp Electronics Corporation, Sharp Electronics of Canada Ltd., Toshiba	All persons in British Columbia who purchased LCD Large Screen Products during the Class Period, except the Excluded Persons.

Court and File No.	Plaintiffs' Counsel	Plaintiff	Named Defendants	Settlement Class
			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 Corporation, Nexgen Mediatch, Inc. Nexgen Mediatach USA, Inc., CMO Japan Co., Ltd. (incorrectly named as Chi Mei Optoelectronics Japan Co., Ltd.) Chi Mei Optoelectronics USA, Inc., Chunghwa Picture Tubes, Ltd., and HannStar Display Corporation	
Quebec Action				
Superior Court of Quebec (District of Québec), File No. 200-06-00082-076	Siskinds Desmeules s.e.n.c.r.l.	Communication Mega-Sat Inc.	LG Philips LCD Co., Ltd., LG Philips LCD America, Inc., Samsung Electronics Co. Ltd., Samsung Electronics Canada Inc., Hitachi Ltd., Hitachi Canada, Ltd., Hitachi America Ltd., Hitachi Displays, Ltd., Hitachi Electronics Devices (USA) Inc., Sharp Corporation, Sharp Electronics Corporation, Sharp Electronics of Canada Ltd., Toshiba Corporation, Toshiba of Canada Limited, Toshiba America Corporation, Toshiba Matsushita Display Technology Co., Ltd., AU Optronics Corporation America, Chi Mei Optoelectronics USA, Inc., CMO Japan Co., Ltd. (incorrectly	All (i) individuals in Quebec and (ii) legal persons resident in Quebec established for a private interest, partnership or association which had under its direction or control no more than 50 persons bound to it . by a contract of employment who purchased LCD Large Screen Products during the Class Period, except Excluded Persons.

Court and File No.	Plaintiffs' Counsel	Plaintiff	Named Defendants	Settlement Class
			named as Chi Mei Optoelectronics Japan Co., Ltd.) and Chunghwa Picture Tubes, Ltd.	

SCHEDULE "B1"

Court File No. 54054 CP

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	, the day
	)	
JUSTICE GRACE	)	of , 2013

B E T W E E N:

THE FANSHAWE COLLEGE OF APPLIED ARTS AND TECHNOLOGY

Plaintiff

- and -

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

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER

THIS MOTION made by the Plaintiff for an Order approving the short-form and long-form notice of settlement approval hearings and the method of dissemination of said notices, and certifying this proceeding as a class proceeding for settlement purposes as against Innolux Corporation (the "Settling Defendant") was heard this day at the Courthouse, 80 Dundas Street, London, Ontario.

ON BEING ADVISED that, pursuant to the order of this Court dated April 26, 2010 a right to opt out was provided with respect to members of the settlement class as defined in that order and one person validly and timely opted out of the Ontario Action in accordance with that order;

AND ON BEING ADVISED that, pursuant to the order of this Court dated December 11, 2011 a right to opt out was provided with respect to members of the settlement class as defined in that order, the notice advising of that right to opt out was published on July 30, 2013 and the deadline for opting out is September 28, 2013;

AND ON BEING ADVISED that, pursuant to the order of this Court dated May 28, 2013 a right to opt out was provided with respect to members of the settlement class as defined in that order, the notice advising of that right to opt out was published on July 30, 2013 and the deadline for opting out is September 28, 2013;

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

AND ON READING the materials filed, including the settlement agreement dated September 5, 2013 attached to this Order as Schedule "A" (the "Settlement Agreement"), and on hearing the submissions of counsel for the Plaintiff, counsel for the Settling Defendant and counsel for the Non-Settling Defendants in the Ontario Action;

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

2. **THIS COURT ORDERS** that leave is granted to file a Third Fresh as Amended Statement of Claim to, *inter alia*, add Innolux Corporation as a defendant, in the form attached hereto as Schedule "B".

3. **THIS COURT ORDERS** that the short-form and long-form of the notice of settlement approval hearings are hereby approved substantially in the form attached respectively hereto as Schedules "C" and "D".

4. **THIS COURT ORDERS** that the plan of dissemination for the short-form and long-form of notice of settlement approval hearings (the "Plan of Dissemination") is hereby approved in the form attached hereto as Schedule "E" and that the notice of settlement approval hearings shall be disseminated in accordance with the Plan of Dissemination.

5. **THIS COURT ORDERS** that the Ontario Action is certified as a class proceeding as against the Settling Defendant for settlement purposes only.

6. **THIS COURT ORDERS** that the "Ontario Settlement Class" is certified as follows:

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

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

8. **THIS COURT ORDERS** that the following issue is common to the Ontario Settlement Class:

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

9. **THIS COURT ORDERS** that the certification of the Ontario Action as against the Settling Defendant for settlement purposes pursuant to this Order, including the definition of the Ontario Settlement Class and the Common Issue, is without prejudice to the rights and defences of the Non-Settling Defendants in connection with the ongoing Ontario Action.

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

Date:

THE HONOURABLE JUSTICE GRACE

SCHEDULE "B2"

Court File No.: 62858CP

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	, the day
	)	
JUSTICE GRACE	)	of , 2013

BETWEEN:

THE FANSHAWE COLLEGE OF APPLIED ARTS AND TECHNOLOGY

Plaintiff

– and –

AU OPTRONICS CORPORATION, CHI MEI CORPORATION, CHI MEI OPTOELECTRONICS CORPORATION, NEXGEN MEDIATECH INC., and HANNSTAR DISPLAY CORPORATION

Proceeding under the *Class Proceedings Act, 1992*

ORDER

THIS MOTION made by the Plaintiff for an Order approving the short-form and long-form notice of settlement approval hearings and the method of dissemination of said notices, and certifying this proceeding as a class proceeding for settlement purposes as against Innolux Corporation (the "Settling Defendant") was heard this day at the Courthouse, 80 Dundas Street, London, Ontario.

ON BEING ADVISED that the Ontario Action was commenced before this Court regarding the same alleged conspiracy that is the subject of this action;

ON BEING ADVISED once the jurisdiction challenge by the Non-Settling Defendants in this action is resolved, assuming success on the part of the Plaintiff, the Plaintiff will be bringing a motion to consolidate this action with the Ontario Action;

ON BEING ADVISED that, pursuant to the order of this Court issued in the Ontario Action, dated April 26, 2010, a right to opt out was provided with respect to members of the settlement class as defined in that order and one person validly and timely opted out of the Ontario Action in accordance with that order;

AND ON BEING ADVISED that, pursuant to the order of this Court issued in the Ontario Action, dated December 11, 2011, a right to opt out was provided with respect to members of the settlement class as defined in the order, the notice advising of that right to opt out was published on July 30, 2013 and the deadline for opting out is September 28, 2013;

AND ON BEING ADVISED that, pursuant to the order of this Court issued in the Ontario Action, dated May 28, 2013, a right to opt out was provided with respect to members of the settlement class as defined in that order, the notice advising of that right to opt out was published on July 30, 2013 and the deadline for opting out is September 28, 2013;

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

AND ON READING the materials filed, including the settlement agreement dated September 5, 2013 attached to this Order as Schedule "A" (the "Settlement Agreement"), and on hearing the submissions of counsel for the Plaintiff, counsel for the Settling Defendant and counsel for the Non-Settling Defendants in the Second Ontario Action;

AND WHEREAS the Ontario Court has issued an order in the Ontario Action, dated _____, approving the short-form and long-form notice of settlement approval

hearings and the method of dissemination of said notices, and certifying this proceeding as a class proceeding for settlement purposes as against the Settling Defendant;

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

2. **THIS COURT ORDERS** that the short-form and long-form of the notice of settlement approval hearings are hereby approved substantially in the form attached respectively hereto as Schedules "B" and "C".

3. **THIS COURT ORDERS** that the plan of dissemination for the short-form and long-form of notice of settlement approval hearings (the "Plan of Dissemination") is hereby approved in the form attached hereto as Schedule "D" and that the notice of settlement approval hearings shall be disseminated in accordance with the Plan of Dissemination.

4. **THIS COURT ORDERS** that the Second Ontario Action is certified as a class proceeding as against the Settling Defendant for settlement purposes only.

5. **THIS COURT ORDERS** that the "Ontario Settlement Class" is certified as follows:

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

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

7. **THIS COURT ORDERS** that the following issue is common to the Ontario Settlement Class:

> Did the Settling Defendant conspire to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, LCD Large Screen Panels directly or indirectly in Canada during the

Class Period? If so, what damages, if any, did Class Members suffer?

8. **THIS COURT ORDERS** that the certification of the Second Ontario Action as against the Settling Defendant for settlement purposes pursuant to this Order, including the definition of the Ontario Settlement Class and the Common Issue, is without prejudice to the rights and defences of the Non-Settling Defendants in connection with the ongoing Second Ontario Action.

9. **THIS COURT ORDERS** that the right to opt-out, as provided in the Ontario Action is applicable with respect to the Second Ontario Action and no further right to opt-out will be provided in the context of the Second Ontario Action.

10. **THIS COURT ORDERS** that any putative member of the Settlement Class who validly and timely opted out or opts out of the Ontario Action shall be deemed to have opted out of the Second Ontario Action.

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

Date:

THE HONOURABLE JUSTICE GRACE

SCHEDULE "CI"

Court File No. 54054 CP

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	, the day
	)	
JUSTICE GRACE	)	of , 2013

BETWEEN:

THE FANSHAWE COLLEGE OF APPLIED ARTS AND TECHNOLOGY

Plaintiff

- and -

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

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER

THIS MOTION made by the Plaintiff for an Order approving the settlement agreement entered into with the Defendant Innolux Corporation (the "Settling Defendant") and dismissing this action as against the Settling Defendant and other Releasees who are named as defendants in the Ontario Action, was heard this day at the Court House, 80 Dundas Street, London, Ontario.

AND ON READING the materials filed, including the settlement agreement dated September 5, 2013 attached to this Order as Schedule "A" (the "Settlement Agreement"), and on hearing the submissions of counsel for the Plaintiff, counsel for the Settling Defendant and counsel for the Non-Settling Defendants in the Ontario Action;

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

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

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

2. **THIS COURT ORDERS** that the "Ontario Settlement Class" is defined to mean:

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

3. **THIS COURT ORDERS** that in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.

4. **THIS COURT ORDERS** that this Order, including the Settlement Agreement, is binding upon each Ontario Settlement Class Member including those Persons who are

minors or mentally incapable and the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure* are dispensed with in respect of the Ontario Action.

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

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

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

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

9. **THIS COURT ORDERS** that, upon the Effective Date, subject to paragraph 11, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.

10. **THIS COURT ORDERS** that, upon the Effective Date, each Releasor shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any

other Person, any proceeding, cause of action, claim or demand against any Releasee, or any other Person who may claim contribution or indemnity or other claims over relief from any Releasee, whether pursuant to the *Negligence Act*, R.S.O. 1990, c. N. 1 or other legislation or at common law or equity in respect of any Released Claim or any matter related thereto, except for the continuation of the Proceedings against the Non-Settling Defendants or named or unnamed co-conspirators that are not Releasees or, if the Proceedings are not certified or authorized with respect to the Non-Settling Defendants, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendant or named or unnamed co-conspirator that is not a not Releasee. For greater certainty and without limiting the generality of the foregoing, the Releasors shall not assert or pursue a Released Claim or any matter related thereto against any Releasee under the laws of any foreign jurisdiction.

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

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

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

14. **THIS COURT ORDERS** that if, in the absence of paragraph 13 above, the Court determines that there is a right of contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise:

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

(b) the Plaintiff and the Ontario Settlement Class Members shall limit their claims against the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to include, and shall be entitled to recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, only those claims for damages (including punitive damages, if any) restitutionary award,

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

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

15. **THIS COURT ORDERS** that if, in the absence of paragraph 13 hereof, the Non-Settling Defendants would not have the right to make claims for contribution and indemnity or other claims over, whether in equity or in law, by statute or otherwise, from or against the Releasees, then nothing in this Order is intended to or shall limit, restrict or affect any arguments which the Non-Settling Defendants may make regarding the reduction of any assessment of damages, restitutionary award, disgorgement of profits or judgment against them in favour of the Ontario Settlement Class Members in the Ontario Action.

16. **THIS COURT ORDERS** that a Non-Settling Defendant may, on motion to this Court determined as if the Settling Defendant remained party to the Ontario Action and on at least ten (10) days notice to Counsel for the Settling Defendant, and not to be brought

unless and until the Ontario Action against the Non-Settling Defendants has been certified and all appeals or times to appeal have been exhausted, seek orders for the following:

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

(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 Defendants.

17. **THIS COURT ORDERS** that the Settling Defendant retains all rights to oppose such motion(s) brought under paragraph 16. Moreover, nothing herein restricts the Settling Defendant from seeking a protective order to maintain confidentiality and protection of proprietary information in respect of documents to be produced and/or for information obtained from discovery in accordance with paragraph 16. Notwithstanding any provision in this Order, on any motion brought pursuant to paragraph 16, the Court may make such orders as to costs and other terms as it considers appropriate.

18. **THIS COURT ORDERS** that a Non-Settling Defendant may effect service of the motion(s) referred to in paragraph 16 above on the Settling Defendant by service on Counsel for the Settling Defendant.

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

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

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

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

23. **THIS COURT ORDERS** that the approval of the Settlement Agreement is contingent upon approval by this Court in the Second Ontario Action and by the BC Court and the Quebec Court, and the terms of this Order shall not be effective unless and until the Settlement Agreement is approved by this Court, the BC Court and the Quebec Court, and the Second Ontario Action, BC Action and Quebec Action have been dismissed with

prejudice and without costs as against the Releasees who are named as defendants in the relevant proceeding by the Courts. If such orders are not secured in Ontario, Quebec and British Columbia, this Order shall be null and void and without prejudice to the rights of the Parties to proceed with this action and any agreement between the parties incorporated in this Order shall be deemed in any subsequent proceedings to have been made without prejudice.

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

25. **THIS COURT ORDERS** that the Ontario Action is hereby dismissed against the Settling Defendant, Chi Mei Optoelectronics USA Inc., and CMO Japan Co. Ltd. (incorrectly named as Chi Mei Optoelectronics Japan Co., Ltd.), without costs and with prejudice.

Date:

THE HONOURABLE JUSTICE GRACE

SCHEDULE "C2"

Court File No.: 62858CP

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	, the day
	)	
JUSTICE GRACE	)	of , 2013

BETWEEN:

THE FANSHAWE COLLEGE OF APPLIED ARTS AND TECHNOLOGY

Plaintiff

– and –

AU OPTRONICS CORPORATION, CHI MEI CORPORATION, CHI MEI OPTOELECTRONICS CORPORATION, NEXGEN MEDIATECH INC., and HANNSTAR DISPLAY CORPORATION

ORDER

THIS MOTION made by the Plaintiff for an Order approving the settlement agreement entered into with the Defendant Innolux Corporation (the "Settling Defendant") and dismissing this action as against the Settling Defendant and other Releasees who are named as defendants in the Second Ontario Action, was heard this day at the Court House, 80 Dundas Street, London, Ontario.

AND ON READING the materials filed, including the settlement agreement dated September 5, 2013 attached to this Order as Schedule "A" (the "Settlement Agreement"), and on hearing the submissions of counsel for the Plaintiff, counsel for the Settling Defendant and counsel for the Non-Settling Defendants in the Second Ontario Action;

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

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

AND WHEREAS the Ontario Court has issued an order in the Ontario Action, dated _____, approving the Settlement Agreement and dismissing the Ontario Action as against the Settling Defendant and other Releasees who were named as defendants in the Ontario Action;

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

2. **THIS COURT ORDERS** that the "Ontario Settlement Class" is defined to mean:

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

3. **THIS COURT ORDERS** that in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.

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

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

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

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

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

9. **THIS COURT ORDERS** that, upon the Effective Date, subject to paragraph 11, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.

10. **THIS COURT ORDERS** that, upon the Effective Date, each Releasor shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any proceeding, cause of action, claim or demand against any Releasee, or any other Person who may claim contribution or indemnity or other claims over relief from any Releasee, whether pursuant to the *Negligence Act*, R.S.O. 1990, c. N. 1 or other legislation or at common law or equity in respect of any Released Claim or any matter related thereto, except for the continuation of the Proceedings against the Non-Settling Defendants or named or unnamed co-conspirators that are not Releasees or, if the Proceedings are not certified or authorized with respect to the Non-Settling Defendants, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendant or named or unnamed co-conspirator that is not a not Releasee. For greater certainty and without limiting the generality of the foregoing, the Releasors shall not assert or pursue a Released Claim or any matter related thereto against any Releasee under the laws of any foreign jurisdiction.

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

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

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

14. **THIS COURT ORDERS** that if, in the absence of paragraph 13 above, the Court determines that there is a right of contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise:

    (e) the Plaintiff and the Ontario Settlement Class Members shall not be entitled to claim or recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee that portion of any damages (including punitive damages, if any) restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed

pursuant to s. 36 of the *Competition Act*) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;

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

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

15. **THIS COURT ORDERS** that if, in the absence of paragraph 13 hereof, the Non-Settling Defendants would not have the right to make claims for contribution and indemnity or other claims over, whether in equity or in law, by statute or otherwise, from or against the Releasees, then nothing in this Order is intended to or shall limit, restrict or affect any

arguments which the Non-Settling Defendants may make regarding the reduction of any assessment of damages, restitutionary award, disgorgement of profits or judgment against them in favour of the Ontario Settlement Class Members in the Second Ontario Action.

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

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

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

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

(k) 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.

17. **THIS COURT ORDERS** that the Settling Defendant retains all rights to oppose such motion(s) brought under paragraph 16. Moreover, nothing herein restricts the Settling Defendant from seeking a protective order to maintain confidentiality and protection of proprietary information in respect of documents to be produced and/or for information

obtained from discovery in accordance with paragraph 16. Notwithstanding any provision in this Order, on any motion brought pursuant to paragraph 16, the Court may make such orders as to costs and other terms as it considers appropriate. .

18. **THIS COURT ORDERS** that a Non-Settling Defendant may effect service of the motion(s) referred to in paragraph 16 above on the Settling Defendant by service on Counsel for the Settling Defendant.

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

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

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

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

23. **THIS COURT ORDERS** that the approval of the Settlement Agreement is contingent upon approval by by the BC Court and the Quebec Court, and the terms of this Order shall not be effective unless and until the Settlement Agreement is approved by the BC Court and the Quebec Court, and the BC Action and Quebec Action have been dismissed with prejudice and without costs as against the Releasees who are named as defendants in the BC Action or Quebec Action, as applicable. If such orders are not secured in British Columbia and Quebec, this Order shall be null and void and without prejudice to the rights of the Parties to proceed with this action and any agreement between the parties incorporated in this Order shall be deemed in any subsequent proceedings to have been made without prejudice.

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

25. **THIS COURT ORDERS** that the Second Ontario Action is hereby dismissed against the Settling Defendant, Chi Mei Corporation, and Nexgen Mediatech Inc., without costs and with prejudice.

Date:

_____

THE HONOURABLE JUSTICE GRACE

FANSHAWE COLLEGE v. LG PHILIPS LCD CO., LTD. et al.

Court File No: 54054CP

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at London

Proceeding under the *Class Proceedings Act, 1992*

ORDER
CMO/Innolux Settlement Approval

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

Charles M. Wright LSUC# 36599Q
Linda Visser LSUC# 52158I
Tel: (519) 672-2121
Fax:(519) 672-6065

Lawyers for the Plaintiff

No. S071569
Vancouver Registry

In the Supreme Court of British Columbia

Between:

Kristopher Gruber

Plaintiff

and:

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

Defendants

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

ORDER MADE AFTER APPLICATION

CAMP FIORANTE MATTHEWS MOGERMAN
Barristers & Solicitors
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Vancouver, BC V6B 2W5

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via Mike Bike