SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY

JAN 24 2014

ENTERED

No. S071569
Vancouver Registry

In the Supreme Court of British Columbia

Between:

Kristopher Gruber

Plaintiff

and:

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

Defendants

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

ORDER MADE AFTER APPLICATION

☒ 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 H. David Edinger for the Defendants Japan Display, Inc. (successor to Hitachi Displays, Ltd.), Hitachi Ltd. Hitachi Canada, Ltd., Hitachi America Ltd., Hitachi Electronics Devices (USA), Inc. (collectively "Hitachi" or the "Settling Defendants");

THIS COURT ORDERS that:

1. in addition to the definitions used elsewhere in this Order, for the purposes of this Order, the definitions set out in the Settlement Agreement dated September 10, 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 Hitachi 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 Hitachi Releasees, without costs and with prejudice.

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

10. upon the Effective Date, each Releasor 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 Hitachi Releasee or any other

person who may claim contribution or indemnity, or other claims over relief, from any Hitachi Releasee in respect of any Released Claim or any matter related thereto, except for the continuation of the Proceedings against the Non-Settling Defendants or named or unnamed co-conspirators that are not Hitachi 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 Hitachi Releasee.

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 BC Action by any Non-Settling Defendant, any named or unnamed co-conspirator that is not a Hitachi Releasee, or any other person or party that is not a Hitachi Releasee against a Hitachi Releasee, or by a Hitachi Releasee against any Non-Settling Defendant, any named or unnamed co-conspirator that is not a Hitachi Releasee, or any other person or party that is not a Hitachi Releasee, are barred, prohibited and enjoined in accordance with the terms of this paragraph (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-conspirator that is not a Hitachi Releasee and/or any other person or party that is not a Hitachi 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 Hitachi Releasees proven at trial or otherwise;

(b) the Plaintiff and the BC Settlement Class Members, as applicable, shall limit their claims against the Non-Settling Defendants and/or any named or unnamed co-conspirator that is not a Hitachi Releasee and/or any other person or party that is not a Hitachi Releasee to include, and shall be entitled to recover from the Non-Settling Defendants and/or any named or unnamed co-conspirator that is not a Hitachi Releasee and/or any other person or party that is not a Hitachi Releasee, only those claims for 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*) attributable to the aggregate of the several liability of the Non-Settling Defendants and/or named or unnamed co-conspirators that are not Hitachi Releasees and/or any other person or party that is not a Hitachi Releasee, 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 that are not Hitachi Releasees and/or any other person or party that is not a Hitachi Releasee, to the extent provided by law; and

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

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 Hitachi 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 Defendants remained parties to the BC Action and on at least ten (10) days notice to Counsel for the Settling Defendants, and not to be brought unless and until the BC Action against the Non-Settling Defendants has been certified and all appeals or times to appeal have been exhausted, seek orders for the following:

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

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

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

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

16. the Settling Defendants retain all rights to oppose such motion(s) brought under paragraph 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 Defendants by service on Counsel for the Settling Defendants.

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

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

20. no Hitachi Releasee shall have any responsibility or liability relating to the administration, investment, or distribution of the Trust Account.

21. Ontario Counsel or the Claims Administrator, as applicable, shall hold the Settlement Amount, plus any accrued interest, in trust for the benefit of the Settlement Class pending further orders of the Courts.

22. the approval of the Settlement Agreement is contingent upon approval by the Ontario Court and the Quebec Court, and the terms of this Order shall not be effective unless and until the Settlement Agreement is approved by the Ontario Court and the Quebec Court.

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

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

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

Signature of lawyer for the Plaintiff

Reidar Mogerman

Signature of lawyer for the Settling Defendants

H. David Edinger

By the Court

Registrar

CHECKED

SCHEDULE "A"

CANADIAN LCD PANELS CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT

Made as of September 10, 2013

Between

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

and

JAPAN DISPLAY INC., ON BEHALF OF THE SETTLING DEFENDANTS

CANADIAN LCD PANELS CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT

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CANADIAN LCD CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT

RECITALS

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

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

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

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

E. 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.

F. 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 E 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.

G. 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 E above or the Epson class as defined in paragraph F, 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.

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

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

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

K. WHEREAS the Settling Defendants do not hereby attorn to the jurisdiction of the Courts or any other court or tribunal in respect of any civil, criminal or administrative process except to the extent expressly provided in this Settlement Agreement with respect to the Proceedings;

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

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

N. WHEREAS the Plaintiffs and Class Counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts and law applicable to the Plaintiffs' claims, having regard to the burdens and expense in prosecuting the Proceedings, including the risks and uncertainties associated with trials and appeals, and having regard to the value of the Settlement Amount and other consideration set forth in 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;

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

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

Q. 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;

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 be settled and dismissed with prejudice as to the Settling Defendants only, without costs as to the Plaintiffs, the classes they seek to represent or the Settling Defendants, subject to the approval of the Courts, on the following terms and conditions:

Section 1 - Definitions

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

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

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

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

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

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

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

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

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

(9) ***Common Issue*** in each Proceeding means: Did the Settling Defendants 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 Defendants*** means Affleck Greene McMurtry LLP.

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

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

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

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

(18) *Hitachi Displays* means the entity Hitachi Displays, Ltd. named as a defendant in the Proceedings. Subsequent to the filing of the Proceedings, Hitachi Displays, Ltd. changed its name to Japan Display East Inc. on April 1, 2012. On April 1, 2013, Japan Display Inc., Japan Display West Inc. and Japan Display Central Inc. all merged into Japan Display East Inc., which subsequently changed its name to Japan Display Inc. ("JDI"). JDI is a party to this Settlement Agreement solely as the successor in interest to Hitachi Displays, Ltd. and nothing in this Settlement Agreement is intended to, nor shall be interpreted to, affect the rights or liabilities between or among the Plaintiffs, Settling Defendants and JDI as a result of JDI being the successor in interest to Japan Display West Inc. and Japan Display Central Inc.

(19) *Hitachi Releasees* means, jointly and severally, individually and collectively, the Settling Defendants and all of their present and former, direct and indirect, subsidiaries, divisions,

Affiliates (any other entity that is now or was previously owned by Hitachi, Ltd., where "owned" means holding more than 50% or greater equity or beneficial interest), partners, insurers, and all other persons, partnerships or corporations with whom any of the former have been, or are now, Affiliated, and their respective 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 the Non-Settling Defendants named as defendants in the Proceedings as of the Date of Execution.

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

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

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

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

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

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

(26) *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*.

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

(28) *Ontario Counsel* means Siskinds LLP.

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

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

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

(32) ***Plaintiffs*** means the individuals and entities named as plaintiffs in the Proceedings 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 Defendants not settled, the Ontario or BC Court, as appropriate, would have apportioned to the Hitachi Releasees.

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

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

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

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

(39) ***Released Claims*** means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses (including Administration Expenses), penalties, and lawyers' fees (including Class Counsel Fees), known or unknown, suspected or unsuspected, in law, under statute or in equity, relating in any way to any conduct anywhere, during the Class Period, 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 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. However, nothing herein shall be construed to release any claims that are not related to an alleged unlawful conspiracy or other unlawful agreement or combination or as a result of or in connection with any other alleged unlawful horizontal or vertical anti-competitive conduct, including any claims related to or arising from any alleged product defect, breach of contract, or similar claim between the Parties relating to LCD Products.

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

(41) ***Settled Defendants*** means Chunghwa Picture Tubes Ltd., Epson Imaging Devices Corporation (formerly known as Sanyo Epson), Samsung Electronics Co., Ltd., Samsung Electronics Canada Inc., Innolux Corporation (the successor in interest to Chi Mei Optoelectronics Corporation), Chi Mei Corporation, Chi Mei Optoelectronics USA Inc., CMO Japan Co. Ltd., Nexgen Mediatech Inc. and Nexgen Mediatech USA, Inc., but excludes Samsung Electronics Co., Ltd., Samsung Electronics Canada Inc., Chi Mei Corporation, Chi Mei Optoelectronics USA Inc., CMO Japan Co. Ltd., Nexgen Mediatech Inc. and Nexgen Mediatech USA, 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.

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

(43) ***Settlement Amount*** means CDN$3,150,000.

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

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

(46) ***Settling Defendants*** means Hitachi Displays, Hitachi Ltd., Hitachi Canada, Ltd., Hitachi America, Ltd., and Hitachi Electronics Devices (USA), Inc.

(47) *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 Defendants, as provided for in this Settlement Agreement.

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

Section 2– Settlement Approval

2.1 Best Efforts

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

2.2 Motions for Approval of Notice and Certification or Authorization

(1) At a time mutually agreed to by the Parties, 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 commenced in their respective jurisdictions as a class proceeding as against the Settling Defendants, for settlement purposes.

(2) The Ontario order approving the notices described in Section 11.1(1) and certifying the Ontario Action for settlement purposes shall be substantially in the form attached as Schedule B. 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.

2.3 Motions for 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) are 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 order approving this Settlement Agreement shall be substantially in the form attached as Schedule C. 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 order.

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

2.4 Pre-Motion Confidentiality

(1) Until the first of the motions required by Section 2.2 is brought, the Parties shall keep all of the terms of the Settlement Agreement confidential and shall not disclose them without the prior consent of Counsel for the Settling Defendants and Class Counsel, as the case may be, except as required for the purposes of financial reporting or the preparation of financial records (including tax returns and financial statements), or as otherwise required by law.

Section 3 - Settlement Benefits

3.1 Payment of Settlement Amount

(1) Within thirty (30) days of execution of the Settlement Agreement, JDI shall pay the Settlement Amount to Ontario Counsel for deposit into the Trust Account to be held for the benefit of Settlement Class Members.

(2) The Settlement Amount shall be all-inclusive and shall be in full satisfaction of all settlement payment obligations of the Settling Defendants under the Settlement Agreement and in full satisfaction of the Released Claims against the Hitachi Releasees. Neither Settling

Defendants nor any of the other Hitachi Releasees have any obligation to pay any amount other than the Settlement Amount, for any reason, pursuant to or in furtherance of this Settlement Agreement or the Proceedings.

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

(4) Ontario Counsel or the Claims Administrator, as applicable, shall maintain the Trust Account as provided for in this Settlement Agreement. Ontario Counsel or the Claims Administrator, as applicable, shall not pay out all or 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 Settling Defendants.

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. Neither JDI, Settling Defendants, nor any of the Hitachi Releasees has any obligation to pay any amount other than the Settlement Amount, for any reason, pursuant to or in furtherance of the Settlement Agreement.

(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 on the Settlement Amount shall be paid from the Trust Account.

(3) The Settling Defendants shall have no responsibility to make any filings relating to the Trust Account and will have no responsibility to pay tax on any income earned on the Settlement Amount or pay any taxes on the monies in the Trust Account, 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 Defendants 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 Defendants shall not oppose any application by or on behalf of the Plaintiffs to intervene in the U.S. Litigation in order to gain access to discovery documents and other documents and information subject to protective order. For greater certainty, it is agreed and understood that nothing in this Settlement Agreement requires or shall be construed to require the Settling Defendants to make a motion seeking to have the U.S. protective order lifted.

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, and subject to any court order with respect to confidentiality and the terms of this Settlement Agreement, JDI shall:

(a) make reasonable best efforts to provide to Class Counsel summaries of existing transactional data for sales by Hitachi Displays and/or Hitachi Canada, Ltd. of LCD Large Screen Products delivered in Canada during the Class Period, to the extent that such data has not previously been produced pursuant to Section 12.2(1). Counsel for the Settling Defendants agree to be reasonably available as necessary to respond to Class Counsel's questions regarding the summaries produced by the Settling Defendants. If Counsel for the Settling Defendants are unable to provide an adequate response to Class Counsel's questions, JDI shall request that an employee of JDI be reasonably available to Class Counsel to respond to Class Counsel's questions. JDI shall bear no liability with respect to the completeness or accuracy of the information provided pursuant to this Section;

(b) provide to Class Counsel any transcripts or video recordings of all depositions of current or former employees, directors or officers of the Settling Defendants which relate to allegations raised in the Proceedings taken in the course of the U.S. Litigation to the extent permitted by law or court order in the U.S. Litigation;

(c) provide any pre-existing documents (as defined in Rule 30.01 of the Ontario *Rules of Civil Procedure*) produced by the Settling Defendants in the U.S.

Litigation including, but not limited to, any pre-existing 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 Defendants;

(d) to the extent not included in production under Section 4.1(1)(c), provide any pre-existing documents (as defined in Rule 30.01 of the Ontario *Rules of Civil Procedure*) provided by the Settling Defendants to the United States Department of Justice, the European Commission, or the Competition Bureau; and

(e) through a meeting between Counsel for the Settling Defendants and Class Counsel, provide an evidentiary proffer, which will include information originating with JDI and being within its possession relating to the allegations in the Proceedings during the Class Period including, without limitation, information with respect to dates, locations, subject matter, and participants in any meetings or discussions between competitors relating to the purchase, sale, pricing, or discounting of LCD Large Screen Products in Canada during the Class Period.

(2) The obligation to provide documents pursuant to this Section 4.1(1) shall be a continuing obligation to the extent documents are identified by JDI following the initial productions pursuant to this Settlement Agreement.

(3) Following the Effective Date, JDI shall, at the request of Class Counsel, upon reasonable notice, and subject to any legal restrictions, make reasonable best efforts to make available at a mutually convenient time, up to two (2) current JDI employees who have knowledge of the allegations raised in the Proceedings to provide information regarding the allegations raised in the Proceedings in a personal interview with Class Counsel and/or experts retained by Class Counsel. The JDI employees shall be made available at a location within Canada or the United States, as agreed to by Counsel for the Settling Defendants and Class Counsel. Costs incurred by, and the expenses of, the JDI employees in relation to such interviews shall be the responsibility of the Settling Defendants. Costs of an interpreter or otherwise related to foreign language translation in connection with interviews shall be the responsibility of Class Counsel. If an employee refuses to provide information, or otherwise cooperate, JDI shall use reasonable best efforts to make him/her available for an interview with Class Counsel and/or experts retained by

Class Counsel. The failure of a JDI employee to agree to make him or herself available, or to otherwise cooperate, with the Plaintiffs shall not constitute a violation of this Settlement Agreement.

(4) Subject to the rules of evidence, any court order with respect to confidentiality and the other provisions of this Settlement Agreement, JDI shall use reasonable efforts to produce at trial and/or discovery or through acceptable affidavits or other testimony in the Proceedings, (i) a current JDI representative qualified to establish for admission into evidence sales by Hitachi Displays and/or Hitachi Canada, Ltd. of LCD Large Screen Products delivered in Canada during the Class Period; and, (ii) current JDI representatives qualified to establish for admission into evidence any documents and information originating from JDI provided as cooperation pursuant to Section 4.1 of this Settlement Agreement that the Parties, acting reasonably, agree may be necessary for the prosecution of the Proceedings as against the Non-Settling Defendants and may be presented to the Courts. The failure of a specific JDI officer, director or employee to agree to make him or herself available, or to otherwise cooperate with the Plaintiffs, shall not constitute a violation of this Settlement Agreement. The Plaintiffs shall be responsible for all reasonable expenses of any representative in relation to an attendance pursuant to this Section.

(5) Nothing in this Settlement Agreement shall be construed to require JDI to perform any act, including the transmittal or disclosure of any information, written or oral, including documents, which would violate the law of this or any jurisdiction.

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

(7) If any documents protected by any privilege and/or any privacy law or other rule or law of this or any applicable jurisdiction are accidentally or inadvertently disclosed or produced, such documents shall be promptly returned to the producing party 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 producing party, and the production of such documents shall in no way be construed to have waived in any manner any privilege or protection attached to such documents.

(8) The 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 obligations to cooperate shall cease at the date of final judgment in the Proceedings against all Defendants. In the event JDI materially breaches this Section 4.1, Class Counsel may move before the Courts to enforce the terms of this Settlement Agreement or seek such other remedy that is available at law.

(9) The provisions set forth in this Section 4.1 are the exclusive means by which the Plaintiffs, Class Counsel and Settlement Class Members may obtain discovery or information or Documents from JDI or its 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, JDI or its 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. Notwithstanding the above in this Section 4.1(9), subject to the other provisions of this Settlement Agreement, the Plaintiffs are at liberty to exercise any rights they may have to seek to obtain discovery in the Proceedings of any current officer, director or employee of JDI who is put forward to participate in employee interviews or provide testimony at trial or otherwise pursuant to Sections 4.1(2) and (4) but who fails to cooperate in accordance with that Section and the provisions of this Settlement Agreement.

(10) A material factor influencing JDI'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 JDI and to avoid seeking information that is unnecessary, cumulative or duplicative and agree otherwise to avoid imposing undue or unreasonable burdens or expense on JDI.

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

(12) JDI makes no representation and shall bear no liability in respect of the accuracy of or that it has, can or will produce a complete set of documents or any of the information described herein, and the failure to do so shall not constitute a breach or violation of the Settlement Agreement.

4.2 Limits on Use of Documents

(1) It is understood and agreed that all documents made available or provided by JDI to Plaintiffs and Class Counsel under this Settlement Agreement, shall be used only in connection with the prosecution of the claims in the Proceedings, and shall not be used directly or indirectly for any other purpose. Plaintiffs and Class Counsel agree they will not publicize the documents and information provided by JDI beyond what is reasonably necessary for the prosecution of the Proceedings or as otherwise required by law.

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

(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 JDI as cooperation under this Settlement Agreement which, at the time of being provided, were marked or designated by the Settling Defendants as "Confidential – Subject to Procedure Under Section 4.2(2) of the Settlement Agreement", Class Counsel shall notify Counsel for the Settling Defendants of such application promptly upon becoming aware of it in order that the Settling Defendants may intervene to oppose such disclosure or production. In no circumstances shall

the Plaintiffs, 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 Defendants, Class Counsel will make an application seeking orders from the Courts approving the Distribution Protocol.

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

5.2 No Responsibility for Administration or Fees

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

Section 6 - Termination of Settlement Agreement

6.1 Right of Termination

(1) In the event that:

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

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

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

(d) any orders approving this Settlement Agreement made by the Ontario Court, the British Columbia Court or the Quebec Court do not become Final Orders or are issued in a materially modified form;

each of the Settling Defendants, 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 and, except as provided for in Section 6.4, if the Settling Defendants, 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 (or rejected) by any Court with respect to

(a) Class Counsel Fees,

(b) the Distribution Protocol, or

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

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

(3) For greater certainty, the Plaintiffs, Class Counsel and the Settling Defendants 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 a material adverse change for the purpose of terminating this Settlement Agreement pursuant to Section 6.1 or otherwise at law.

6.2 If Settlement Agreement is Terminated

(1) If this Settlement Agreement is terminated:

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

(b) any order certifying or authorizing a Proceeding as a class 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 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 may later take on any issue in the Proceedings or any other litigation;

(d) within ten (10) days of such termination having occurred, Class Counsel shall destroy all documents or other materials provided by JDI under this Settlement Agreement or containing or reflecting information derived from such documents or other materials received from JDI and, to the extent Class Counsel has disclosed any documents or information provided by JDI to any other person, shall recover and destroy such documents or information. Class Counsel shall provide Counsel for the Settling Defendants with a written certification by Class Counsel of such destruction. Nothing contained in this Section 6.2(d) shall be construed to require Class Counsel to destroy any of their work product. However, any documents or information provided by JDI, or received from JDI 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 JDI. 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; and

(e) Class Counsel shall forthwith deliver consents in writing to Counsel for the Settling Defendants authorizing the Settling Defendants to obtain orders declaring

the Settlement Agreement to be null and void and of no force and effect (except for the provisions set out in Section 6.4), setting aside any orders certifying or authorizing the Proceedings as class proceedings on the basis of the Settlement Agreement and directing Ontario Counsel to pay the balance in the Trust Account in accordance with Section 6.3.

6.3 Allocation of Settlement Amount Following Termination

(1) If the Settlement Agreement is terminated in accordance with its terms, then within thirty (30) business days of written notice advising that the Settlement Agreement has been terminated, Ontario Counsel shall pay to JDI the Settlement Amount, (i) plus all accrued interest thereon, (ii) less the costs of the notice required by Section 11.1(1) unless the notice required in Section 11.1(1) has been disseminated in conjunction with a notice involving a settlement with another Defendant.

6.4 Survival of Provisions After Termination

(1) If this Settlement Agreement is terminated, the provisions of Sections 3.2(3), 6.2(1), 6.3, 6.4, 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), 6.2(1), 6.3, 6.4, 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 Hitachi 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 Hitachi 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 Hitachi Releasees

(1) Upon the Effective Date, each Hitachi Releasee forever and absolutely releases each of the other Hitachi 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 Hitachi Releasees but instead covenant and undertake not to make any claim in any way or to threaten, commence, or continue any proceeding in any jurisdiction against the Hitachi 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 Hitachi Releasee or any other person who may claim contribution or indemnity from any Hitachi Releasee in respect of any Released Claim or any matter related thereto, except for the continuation of the Proceedings against the Non-Settling Defendants or unnamed co-conspirators that are not Hitachi Releasees or, if the Proceedings are not certified or authorized, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendant or unnamed co-conspirator that is not a Hitachi Releasee.

7.5 Dismissal of the Proceedings

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

(2) Upon the Effective Date, the Quebec Action shall be settled, without costs and without reservation as against the Settling Defendants, and the Parties shall sign and file a declaration of settlement out of court with the Quebec Court.

(3) Upon the Effective Date, the Settling Defendants shall abandon their appeals 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 Hitachi Releasees.

(2) Upon the Effective Date, the BC Action and the Ontario Action shall be dismissed with prejudice and without costs as against the Hitachi Releasees.

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

(4) 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 Hitachi Releasees.

(5) 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 Hitachi Releasees, without costs and without reservation.

(6) Upon the effective date, the Quebec Action shall be settled, without costs and without reservation as against the Hitachi Releasees, and the parties shall sign and file a declaration of settlement out of court with the Quebec Court.

(7) 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 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 Ontario or BC Action, as applicable, by any Non-Settling Defendant, any named or unnamed co-conspirator that is not a Hitachi Releasee, or any other person or party that is not a Hitachi Releasee against a Hitachi Releasee, or by a Hitachi Releasee against any Non-Settling Defendant, any named or unnamed co-conspirator that is not a Hitachi Releasee, or any other person or party that is not a Hitachi 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 among the Defendants,

(A) the Ontario or BC Plaintiff, as applicable, and the Ontario or BC Settlement Class Members, as applicable, shall not be entitled to claim or recover from the Non-Settling Defendants and/or named or unnamed co-conspirator that is not a Hitachi Releasee and/or any other person or party that is not a Hitachi 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 Hitachi Releasees proven at trial or otherwise;

(B) the Ontario or BC Plaintiff, as applicable, and the Ontario or BC Settlement Class Members, as applicable, shall limit their claims

against the Non-Settling Defendants and/or any named or unnamed co-conspirator that is not a Hitachi Release and/or any other person or party that is not a Hitachi Releasee to include, and shall be entitled to recover from the Non-Settling Defendants and/or any named or unnamed co-conspirator that is not a Hitachi Releasee and/or any other person or party that is not a Hitachi Releasee, only those claims for 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*) attributable to the aggregate of the several liability of the Non-Settling Defendants and/or named or unnamed co-conspirators that are not Hitachi Releasees and/or any other person or party that is not a Hitachi Releasee, and, for greater certainty, the Ontario or BC Settlement Class Members, as appropriate, 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 that are not Hitachi Releasees and/or any other person or party that is not a Hitachi Releasee, to the extent provided by law; and

(C) the Ontario and BC Court, as applicable, shall have full authority to determine the Proportionate Liability of the Hitachi Releasees at the trial or other disposition of the relevant Proceeding, whether or not the Hitachi Releasees remain in the relevant Proceeding or appear at the trial or other disposition, and the Proportionate Liability of the Hitachi Releasees shall be determined as if the Hitachi Releasees are parties to the relevant Proceeding and any determination by the Ontario or BC Court, as applicable, in respect of the Proportionate Liability of the Hitachi Releasees shall only apply in the relevant Proceeding and shall not be binding on the Hitachi Relcasees 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 Defendants remained party to the Ontario Action or BC Action, as appropriate, and on at least ten (10) days notice to Counsel for the Settling Defendants, and not to be brought unless and until the action against the Non-Settling Defendants has been certified and all appeals or times to appeal have been exhausted, seek orders for the following:

(A) documentary discovery and an affidavit of documents from the Settling Defendants in accordance with the Ontario or British Columbia's rules of procedure, as applicable;

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

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

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

(d) The Settling Defendants retain all rights to oppose any motion brought pursuant to Section 8.1(1)(c), including any such motion brought at trial seeking an order requiring the Settling Defendants to produce a representative to testify at trial. For greaster certainty, nothing herein shall prevent the Hitachi Releasees from seeking a protective order to maintain confidentiality and protection of proprietary information in respect of documents produced or information obtained from discovery in accordance with Section 8.1(1)(c);

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

(f) to the extent that an order is granted pursuant to Section 8.1(1)(c) and discovery is provided to a Non-Settling Defendant, a copy of all discovery provided, whether oral or documentary in nature, shall be provided by the Settling Defendants to the Plaintiffs and Class Counsel within ten (10) days of such discovery being provided to a Non-Settling Defendant;

(g) the Ontario or BC Court, as applicable, will retain an ongoing supervisory role over the discovery process and the Settling Defendants will attorn to the jurisdiction of the Ontario or BC Court, as applicable, 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 Defendants.

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 Plaintiff and the Quebec Settlement Class Members expressly waive and renounce the benefit of solidarity against the Non-Settling Defendants with respect to the facts, deeds or other conduct of the Hitachi Releasees;

(b) the Quebec Plaintiff and the Quebec Settlement Class Members shall henceforth only be able to claim and recover damages, including punitive damages, interests 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 Hitachi Releasees or relating to the Released Claims shall be inadmissible and void in the context of the Quebec Action; and

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

8.3 Claims Against Other Entities Reserved

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

Section 9 – Effect of Settlement

9.1 No Admission of Liability

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

9.2 Agreement Not Evidence

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

9.3 No Further Litigation

(1) 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 against any Non-Settling Defendant or unnamed co-conspirators that are not Hitachi Releasees or, if the

Proceedings are not certified or authorized, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendant or unnamed co-conspirator that is not a Hitachi Releasee. Moreover, these persons may not divulge to anyone for any purpose any information obtained in the course of the Proceedings or the negotiation and preparation of this Settlement Agreement, except to the extent such information is otherwise publicly available or unless ordered to do so by a court.

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

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

(3) The Parties agree that the certification or authorization of the Proceedings as against the Settling Defendants for the purpose of implementing this Settlement Agreement, shall not derogate in any way from the rights of the Plaintiffs as against the Non-Settling Defendants and other parties that are not Hitachi Releasees.

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 as class proceedings as against the Settling Defendants for

settlement purposes; (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) JDI will make reasonable best efforts to compile a list of the names and addresses of persons, if any, in Canada who purchased LCD Large Screen Products from Hitachi Displays and/or Hitachi Canada, Ltd. during the Class Period and the Purchase Price paid by each such person for such purchases.

(2) The information required by Section 12.2(1) shall be delivered to the Class Counsel within fifteen (15) days of the Date of Execution. The information shall be delivered in Microsoft Excel or such other format as may be agreed upon by Counsel for the Settling Defendants and Class Counsel.

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

(a) facilitate the dissemination of the notices required in Section 11.1(1);

(b) advise persons in Canada who purchased LCD Large Screen Products from the Hitachi Displays and/or Hitachi Canada, Ltd. during the Class Period of any subsequent settlement agreement reached in the Proceedings, any related approval hearings, and any other major steps in the Proceedings;

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

(d) as otherwise authorized in Section 4.

(4) All information provided by JDI 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 JDI pursuant to Section 12.2(1) shall be dealt with in accordance with Section 6.2(1)(d) and no record of the information so provided shall be retained by Class Counsel in any form whatsoever.

Section 13 – Class Counsel Fees and Administrative Expenses

(1) Ontario Counsel shall pay the costs of the notices required by Section 11 from the Trust Account, as they become due. Subject to Section 6.3, the Hitachi Releasees shall not have any responsibility for the costs of the notices.

(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 Defendants 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.

Section 14 - Miscellaneous

14.1 Motions for Directions

(1) Class Counsel or the Hitachi Releasees 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, except for those motions concerned solely with the implementation and administration of the Distribution Protocol.

14.2 Hitachi Releasees Have No Liability for Administration

(1) The Hitachi 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 1-21), 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 each Proceeding commenced in its jurisdiction, the Parties thereto and the Class Counsel Fees in those Proceedings.

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

(3) Notwithstanding Section 14.5(1), the Ontario Court shall exercise jurisdiction with respect to implementation, administration, interpretation and enforcement of the terms of this Settlement Agreement. Issues related to the administration of this Settlement Agreement, the Trust Account, and other matters not specifically related to the claim of a BC or Quebec Settlement Class Member shall be determined by the Ontario Court.

(4) Notwithstanding Section 14.6(1), for matters relating specifically to the claim of a BC or Quebec Settlement Class Member or 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

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

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:

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 Defendants:

Donald Affleck and Michelle Booth

AFFLECK GREENE MCMURTRY LLP
365 Bay Street
Suite 200
Toronto, ON M5H 2V1
Tel: 416.360.2800
Fax: 416.360.5960
Email: dsaffleck@agolaw.com
mbooth@agolaw.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, by their counsel

Signature of Authorized Signatory:
Name of Authorized Signatory: Charles M. Wright
Siskinds LLP
Ontario Class Counsel

Signature of Authorized Signatory:
Name of Authorized Signatory: J.J. Camp, Q.C.
Camp Fiorante Matthews Mogerman
BC Class Counsel

Signature of Authorized Signatory:
Name of Authorized Signatory: Simon Hebert
Siskinds Desmeules s.e.n.c.r.l.
Quebec Class Counsel

JAPAN DISPLAY INC. by its counsel

Signature of Authorized Signatory: 10/9/13
Name of Authorized Signatory: Donald Affleck
Affleck Greene McMurtry LLP
Counsel for the Settling Defendants

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, by their counsel

Signature of Authorized Signatory: _____
Name of Authorized Signatory: Charles M. Wright
Siskinds LLP
Ontario Class Counsel

Signature of Authorized Signatory: _____
Name of Authorized Signatory: J.J. Camp, Q.C.
Camp Fiorante Matthews Mogerman
BC Class Counsel

Signature of Authorized Signatory: _____
Name of Authorized Signatory: Simon Hebert
Siskinds Desmeules s.e.n.c.r.l.
Quebec Class Counsel

JAPAN DISPLAY INC. by its counsel

Signature of Authorized Signatory: _____ 10/9/17
Name of Authorized Signatory: Donald Affleck
Affleck Greene McMurtry LLP
Counsel for the Settling Defendants

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., 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
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 Corporation, Toshiba Matsushita Display Technology Co., Ltd., Toshiba America Corporation, Toshiba of Canada Limited, AU Optronics Corp., AU Optronics Corporation America, Chi Mei Optoelectronics Corporation, Chi Mei Optoelectronics USA, Inc., Chunghwa	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
			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., Chi Mei Optoelectronics Japan Co., Ltd. and Chunghwa Picture Tubes, Ltd.	All (i) individuals in Quebec and (ii) legal persons resident in Quebec established for a private interest, partnership or association which had under its direction or control no more than 50 persons bound to it . by a contract of employment who purchased LCD Large Screen Products during the Class Period, except Excluded Persons.

SCHEDULE "B"

Court File No. 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

(Hitachi Notice Approval and Consent Certification)

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 the

Defendants, Hitachi Displays Ltd., Hitachi Ltd., Hitachi Canada Ltd., Hitachi America, Ltd., and Hitachi Electronic Devices (USA), Inc., 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 this 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 this 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 Defendants consent to this Order:

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

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

2. **THIS COURT ORDERS THAT** 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 Ontario Action is certified as a class proceeding as against the Settling Defendants 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 Defendants 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 Ontario Action as against the Settling Defendants 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.

9. **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 "C"

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

(Japan Display Inc. Settlement Approval)

THIS MOTION made by the Plaintiff for an Order approving the settlement agreement dated ◆ and attached to this Order as Schedule "A" (the "Settlement Agreement") and dismissing this action as against the Settling Defendants, was heard this day at the Court House, 80 Dundas Street, London, Ontario.

ON READING the materials filed, including the Settlement Agreement, and on hearing the submissions of counsel for the Plaintiff, counsel for the Settling Defendants 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 Defendants 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 Hitachi 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 Hitachi Releasees, without costs and with prejudice.

9. **THIS COURT ORDERS** that, upon the Effective Date, subject to paragraph 10, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Hitachi Releasees from the Released Claims.

10. **THIS COURT ORDERS** that, upon the Effective Date, each Releasor 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 Hitachi Releasee or any other person who may claim contribution or indemnity, or other claims over relief, from any Hitachi Releasee in respect of any Released Claim or any matter related thereto, except for the continuation of the Proceedings against the Non-Settling Defendants or named or unnamed co-conspirators that are not Hitachi 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 Hitachi Releasee.

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, or continue any proceeding in any jurisdiction against the Hitachi 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 Ontario Action by any Non-Settling Defendant, any named or unnamed co-conspirator that is not a Hitachi Releasee, or any other person or party that is not a Hitachi Releasee against a Hitachi Releasee, or by a Hitachi Releasee against any Non-Settling Defendant, any named or unnamed co-conspirator that is not a Hitachi Releasee, or any other person or party that is not a Hitachi Releasee, are barred, prohibited and enjoined in accordance with the terms of this paragraph (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 Ontario 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-conspirator that is not a Hitachi Releasee and/or any other person or party that is not a Hitachi 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 Hitachi Releasees proven at trial or otherwise;

(b) the Ontario Plaintiff and the Ontario Settlement Class Members, as applicable, shall limit their claims against the Non-Settling Defendants and/or any named or unnamed co-conspirator that is not a Hitachi Release and/or any other person or party that is not a Hitachi Releasee to include, and shall be entitled to recover from the Non-Settling Defendants and/or any named or unnamed co-conspirator that is not a Hitachi Releasee and/or any other person or party that is not a Hitachi Releasee, only those claims for 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*) attributable to the aggregate of the several liability of the Non-Settling Defendants and/or named or unnamed co-conspirators that are not Hitachi Releasees and/or any other person or party that is not a Hitachi Releasee, 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 that are not Hitachi Releasees and/or any other person or party that is not a Hitachi Releasee, to the extent provided by law; and

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

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

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 Hitachi 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 Defendants remained parties to the Ontario Action and on at least ten (10) days notice to Counsel for the Settling Defendants, and not to be brought unless and until the Ontario Action against the Non-Settling Defendants has been certified and all appeals or times to appeal have been exhausted, seek orders for the following:

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

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

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

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

17. **THIS COURT ORDERS** that the Settling Defendants retain all rights to oppose such motion(s) brought under 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 Defendants by service on Counsel for the Settling Defendants.

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 Defendants acknowledge and attorn to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order.

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

against the Non-Settling Defendants or named or unnamed co-conspirators who are not Hitachi Releasees in the Ontario Action.

21. **THIS COURT ORDERS** that no Hitachi Releasee shall have any responsibility or liability relating to the administration, investment, or distribution of the Trust Account.

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

23. **THIS COURT ORDERS** that the approval of the Settlement Agreement is contingent upon approval by the BC Court and the Quebec Court, and the terms of this Order shall not be effective unless and until the Settlement Agreement is approved by the BC Court and the Quebec Court.

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, except as aforesaid, the Ontario Action is hereby dismissed against the Settling Defendants 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
Japan Display Inc. Settlement Approval

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No. S071569
Vancouver Registry

In the Supreme Court of British Columbia

Between:

Kristopher Gruber

Plaintiff

and:

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

Defendants

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

ORDER MADE AFTER APPLICATION

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