

**ONTARIO
SUPERIOR COURT OF JUSTICE**

The Honourable

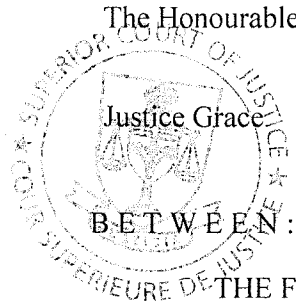
) Friday, the 20th day

)

) of April, 2018

Justice Grace

BETWEEN:



THE FANSHAWE COLLEGE OF APPLIED ARTS AND TECHNOLOGY

Plaintiff

- and -

HITACHI, LTD., HITACHI ASIA, LTD., HITACHI AMERICA, LTD., HITACHI DISPLAYS LTD, HITACHI ELECTRONIC DEVICES (USA), SHENZHEN SEG HITACHI COLOR DISPLAY DEVICES, LTD., HITACHI CANADA, LTD., IRICO GROUP CORPORATION, IRICO GROUP ELECTRONICS CO. LTD., IRICO DISPLAY DEVICES CO., LTD., LG ELECTRONICS, INC., LG ELECTRONICS TAIWAN TAIPEI CO. LTD., LG ELECTRONICS USA, INC., LG ELECTRONICS CANADA, PANASONIC CORPORATION F/K/A MATSUSHITA ELECTRIC INDUSTRIAL CO. LTD., PANASONIC CORPORATION OF NORTH AMERICA, PANASONIC CANADA INC., KONINKLIJKE PHILIPS ELECTONICS N.V., PHILIPS ELECTRONICS INDUSTRIES (TAIWAN) LTD., PHILIPS DA AMAZONIA INDUSTRIA ELECTRONICA LTDA, PHILIPS ELECTRONICS NORTH AMERICA CORPORATION, PHILIPS ELECTRONICS LTD., SAMSUNG ELECTRONICS CO. LTD., SAMSUNG ELECTRONICS AMERICA INC., SAMSUNG ELECTRONICS CANADA INC., SAMSUNG SDI CO., LTD. (f/k/a SAMSUNG DISPLAY DEVICE CO.), SAMSUNG SDI BRASIL LTDA, SAMSUNG SDI AMERICA, INC., SAMSUNG SDI MEXICO S.A. DE C.V., SHENZHEN SAMSUNG SDI CO. LTD., TIANJIN SAMSUNG SDI CO., LTD., TOSHIBA CORPORATION, TOSHIBA AMERICA ELECTRONIC COMPONENTS INC., TOSHIBA AMERICA INFORMATION SYSTEMS INC., TOSHIBA OF CANADA LIMITED, BEIJING MATSUSHITA COLOR CRT COMPANY, LTD., SAMTEL COLOR, LTD and MT PICTURE DISPLAY CO., LTD

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**ORDER
(Samsung SDI Settlement Approval)**

THIS MOTION made by the Plaintiff for an Order certifying this action as a class proceeding for settlement purposes as it relates to the Defendants, Samsung SDI Co, Ltd. (f/k/a Samsung Display Device Co.), Samsung SDI America, Inc., Samsung SDI Mexico S.A. de C.V.,

Tianjin Samsung SDI Co, Ltd, Shenzhen Samsung SDI Co. Ltd and Samsung SDI Brasil Ltda.(the “Settling Defendants”), and approving the Settlement Agreement entered into with the Settling Defendants was heard this day at the Court House, 80 Dundas Street, London, Ontario.

AND ON BEING ADVISED that the deadline for opting out has passed and there were no opt-outs;

AND ON BEING ADVISED that the deadline for objecting to the Settlement Agreement has passed and there have been no objections to the Settlement Agreement;

AND ON BEING ADVISED that the Plaintiff and the Settling Defendants consent to this Order, and the Philips Defendants take no position:

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

1. **THIS COURT ORDERS** that, in addition to the definitions used elsewhere in this Order, for the purposes of this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. **THIS COURT ORDERS** that this action be certified as a class proceeding as against the Settling Defendants for settlement purposes only.

4. **THIS COURT ORDERS** that the Ontario Settlement Class is certified as:

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

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

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

Did the Settling Defendants conspire to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, CRT directly or indirectly in Canada during the Class Period? If so, what damages, if any, did Ontario Settlement Class Members suffer?

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

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

9. **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.

10. **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.
11. **THIS COURT ORDERS** that, upon the Effective Date, each Ontario Settlement Class Member shall be deemed to have consented to the dismissal as against the Releasees of any Other Actions he, she or it has commenced, without costs and with prejudice.
12. **THIS COURT ORDERS** that, upon the Effective Date, each Other Action commenced in Ontario by any Ontario Settlement Class Member shall be and is hereby dismissed against the Releasees, without costs and with prejudice.
13. **THIS COURT ORDERS** that, upon the Effective Date, subject to paragraph 15, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.
14. **THIS COURT ORDERS** that, upon the Effective Date, each Releasor shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any proceeding, cause of action, claim or demand against any Releasee or any other Person who may claim contribution or indemnity, or other claims over relief, from any Releasee, whether pursuant to the *Negligence Act*, RSO 1990, c. N. 1 or other legislation or at common law or equity in respect of any Released Claim, except for the continuation of the Proceedings against the Non-Settling Defendants or named or unnamed co-conspirators that are not Releasees.

15. **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.
16. **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 or to threaten, commence, participate in or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims.
17. **THIS COURT ORDERS** that all claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Proceedings or any Other Actions, or otherwise, by any Non-Settling Defendant, any named or unnamed co-conspirator that is not a Releasee, any Settled Defendant or any other Person or party against a Releasee, or by a Releasee against any Non-Settling Defendant, any named or unnamed co-conspirator that is not a Releasee, any Settled Defendant or any Person or party, are barred, prohibited and enjoined in accordance with the terms of this Order.
18. **THIS COURT ORDERS** that if this Court ultimately determines that a claim for contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise is a legally recognized claim:

- (a) the 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-conspirators and/or any other Person or party that is not a Releasee that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;
- (b) the Ontario Plaintiff and the Ontario Settlement Class Members shall limit their claims against the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to include only, and shall only seek to recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, those claims for damages (including punitive damages, if any), institutional award, disgorgement of profits, costs, and interest attributable to the aggregate of the several liability of the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to the Ontario Plaintiff and Ontario Settlement Class Members, if any, and, for greater certainty, the Ontario Settlement Class Members shall be entitled to claim and seek to recover on a joint and several basis as between the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, if permitted by law; and
- (c) this Court shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the Ontario Action, whether or not the

Releasees remain in the Ontario Action or appear at the trial or other disposition, and the Proportionate Liability of the Releasees shall be determined as if the Releasees are parties to the Ontario Action and any determination by this Court in respect of the Proportionate Liability of the Releasees shall only apply in the Ontario Action and shall not be binding on the Releasees in any other proceeding.

19. **THIS COURT ORDERS** that 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 Ontario Settlement Class Members in the Ontario Action or the rights of the Ontario Plaintiff and the Ontario Settlement Class Members to oppose or resist any such arguments, except as provided for in this Order.

20. **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 twenty (20) days' notice to Counsel for the Settling Defendants, and not to be brought unless and until all appeals or times to appeal certification of the Ontario Action against the Non-Settling Defendants have been exhausted, seek orders for the following:
 - (a) documentary discovery and an affidavit of documents from the Settling Defendants in accordance with the *Rules of Civil Procedure*, RRO 1990, Reg. 194;
 - (b) oral discovery of a representative of the Settling Defendants, the transcript of which may be read in at trial;
 - (c) leave to serve a request to admit on the Settling Defendants in respect of factual matters; and/or

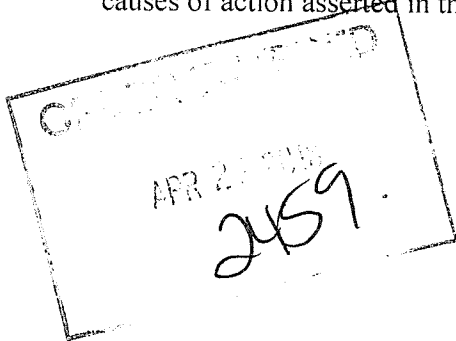
(d) the production of a representative of the Settling Defendant to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.

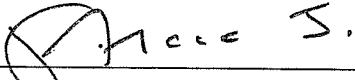
21. **THIS COURT ORDERS** that the Settling Defendants retains all rights to oppose such motion(s) brought under paragraph 20. Moreover, nothing herein restricts the Settling Defendant from seeking a protective order to maintain confidentiality and protection of proprietary information in respect of documents to be produced and/or for information obtained from discovery in accordance with paragraph 20. Notwithstanding any provision in this Order, on any motion brought pursuant to paragraph 20, the Court may make such orders as to costs and other terms as it considers appropriate.
22. **THIS COURT ORDERS** that a Non-Settling Defendant may effect service of the motion(s) referred to in paragraph 20 above by service on Counsel for the Settling Defendant.
23. **THIS COURT ORDERS** that for purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Settling Defendants attorn to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order.
24. **THIS COURT ORDERS** that, except as provided herein, this Order does not affect any claims or causes of action that any Ontario Settlement Class Member has or may have in the Ontario Action against the Non-Settling Defendants or named or unnamed co-conspirators who are not Releasees.

25. **THIS COURT ORDERS** that no Releasee shall have any responsibility or liability whatsoever relating to the administration of the Settlement Agreement; to administration, investment, or distribution of the Trust Account, or to the Distribution Protocol.
26. **THIS COURT ORDERS** that Ontario Counsel shall hold the Settlement Amount, plus any accrued interest, in trust for the benefit of the Settlement Classes pending further orders of the Courts.
27. **THIS COURT ORDERS** that, after the Effective Date, subject to the approval of the Ontario Court, the Settlement Amount may be used to pay any disbursements and applicable taxes incurred by Class Counsel for the benefit of the Settlement Classes in the continued prosecution of the litigation against the Non-Settling Defendants, and any adverse costs awards issued against the Plaintiffs in any of the Proceedings. This paragraph shall not be interpreted as affecting the rights of the Plaintiffs or the Settlement Classes to claim such disbursements in the context of a future costs award in their favour against the Non-Settling Defendants, or the rights of the Non-Settling Defendants to oppose and resist any such claim.
28. **THIS COURT ORDERS** that the approval of the Settlement Agreement is contingent upon approval by the BC Court and the Quebec Court, and the terms of this Order shall not be effective unless and until the Settlement Agreement is approved by the BC Court and the Quebec Court, the BC Action has been dismissed with prejudice and without costs as against the Settling Defendants, and the Quebec Action has been declared settled out of court with prejudice and without costs as against the Settling Defendants, If such orders are not secured in British Columbia and Quebec, this Order shall be null and void and without prejudice to the rights of the Parties to proceed with this action and any agreement

between the Parties incorporated in this Order shall be deemed in any subsequent proceedings to have been made without prejudice.

29. **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.
30. **THIS COURT ORDERS** that the Ontario Action be and is hereby dismissed against the Settling Defendants, without costs and with prejudice.
31. **THIS COURT ORDERS** that paragraph 2 of the Certification Cost Order, dated August 12, 2016, is vacated.
32. **THIS COURT ORDERS** that the approval of the Settlement Agreement and any reasons given by the Court in relation thereto, except any reasons given in connection with paragraphs 16-21 of this Order, are without prejudice to the rights and defences of the Non-Settling Defendants in connection with the ongoing Ontario Action and, without restricting the generality of the foregoing, may not be relied on by any person to establish jurisdiction, the criteria for certification (including class definition) or the existence or elements of the causes of action asserted in the Ontario Action as against the Non-Settling Defendants.





The Honourable Justice Grace

SCHEDULE "A"

**CANADIAN CATHODE RAY TUBES (CRT) CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT**

Made as of January 24, 2018

Between

**THE FANSHAWE COLLEGE OF APPLIED ARTS AND TECHNOLOGY, CURTIS
SAUNDERS, DAVE DAGG AND CAROLE OUELLET**
(the "Plaintiffs")

and

**SAMSUNG SDI CO., LTD. (F/K/A SAMSUNG DISPLAY DEVICE CO.), SAMSUNG SDI
AMERICA, INC., SAMSUNG SDI MEXICO S.A. DE C.V., TIANJIN SAMSUNG SDI
CO. LTD, SHENZHEN SAMSUNG SDI CO. LTD AND SAMSUNG SDI BRASIL LTDA**
(the "Settling Defendants")

DJ

**CANADIAN CATHODE RAY TUBES (CRT) CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT**

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**CANADIAN CATHODE RAY TUBES (CRT) CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT**

RECITALS

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

B. WHEREAS Settlement Class Members were provided an opportunity to opt-out of the Proceedings, the deadline for Settlement Class Members to opt out of the Proceedings has passed, and there were no opt outs from the Proceedings;

C. WHEREAS the Ontario Action was certified as a class proceeding under the Ontario *Class Proceedings Act, 1992* pursuant to the Order of the Ontario Court, dated August 12, 2016 with respect to a class defined as follows:

All persons in Canada who purchased in Canada cathode display tubes (CDTs) and/or computer monitors containing CDTs ("CDT Monitors") between November 23, 1996 and December 31, 2006, and/or colour picture tubes (CPTs) and/or televisions containing CPTs ("CPT Televisions") between March 12, 1997 and November 21, 2007. Excluded from the class are the Defendants and the Defendants' present and former parents, predecessors, subsidiaries, and affiliates.

D. WHEREAS the Settling Defendants and Koninklijke Philips Electronics N.V., Philips Electronics Industries (Taiwan) Ltd., Philips da Amazonia Industria Electronica Ltda, Philips Electronics North America Corporation and Philips Electronics Ltd. sought leave to appeal the certification of the Ontario Action to the Ontario Divisional Court, and leave was denied except with respect to claims by putative class members who directly or indirectly purchased CRTs from a non-Defendant manufacturer;

E. WHEREAS the BC and Quebec Actions have not proceeded to certification and authorization motions in the contested litigation;

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

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

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

I. WHEREAS the Settling Defendants shall pay the Settlement Amount in consideration of the covenants, agreements, and releases set forth herein, and the Plaintiffs and the Settling Defendants agree that the Settlement Amount does not exceed that portion of the actual damages claimed by the Plaintiffs;

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

K. 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;

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

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

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

O. WHEREAS for the purposes of settlement only and contingent on approvals by the Courts as provided for in this Settlement Agreement, the Parties consent to certification or authorization of the Proceedings as class proceedings and consent to a Settlement Class and a Common Issue in each of the Proceedings on the express understanding that such certification or authorization shall not derogate from the respective rights of the Parties in the event that this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason;

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

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

SECTION 1 - DEFINITIONS

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

- (1) *Administration Expenses* means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Plaintiffs, Class Counsel or otherwise for the approval, implementation and operation of this Settlement Agreement, including the costs of notices and claims administration but excluding Class Counsel Fees.
- (2) *BC Action* means the BC Action as defined in Schedule A.
- (3) *BC Counsel* means Camp Fiorante Matthews Mogerman.
- (4) *BC Court* means the Supreme Court of British Columbia.
- (5) *Claims Administrator* means the firm proposed by Class Counsel and appointed by the Courts to administer the Settlement Amount in accordance with the provisions of this Settlement Agreement and the Distribution Protocol as approved by the Courts, and any employees of such firm.
- (6) *Class Counsel* means Ontario Counsel, Quebec Counsel and BC Counsel.
- (7) *Class Counsel Fees* include the fees, disbursements, costs, interest, and/or charges of Class Counsel, and any GST, HST and other applicable taxes or charges thereon, including any amounts payable by Class Counsel or the Settlement Class Members as a result of the Settlement Agreement to any other body or Person, including the Fonds d'aide aux actions collectives in Quebec.
- (8) *Class Period* means March 1, 1995 to November 25, 2007.
- (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, CRT 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 Borden Ladner Gervais LLP.
- (11) *Courts* means the Ontario Court, the Quebec Court and the BC Court.
- (12) *CRT* means cathode ray tubes, including colour picture tubes (CPT) and colour display tubes (CDT).

- (13) *CRT Products* mean CRT and products containing CRT.
- (14) *Date of Execution* means the date on the cover page as of which the Parties have executed this Settlement Agreement.
- (15) *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 Settled Defendants and the Settling Defendants.
- (16) *Distribution Protocol* means the plan for distributing the Settlement Amount and accrued interest, in whole or in part, as established by Class Counsel and approved by the Courts.
- (17) *Effective Date* means the date when Final Orders have been received from all Courts.
- (18) *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.
- (19) *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.
- (20) *Non-Settling Defendant* means any Defendant that is not a Settling Defendant or a Settled Defendant.
- (21) *Ontario Action* means the Ontario Action as defined in Schedule A.
- (22) *Ontario Counsel* means Siskinds LLP.
- (23) *Ontario Court* means the Ontario Superior Court of Justice.

(24) *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.

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

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

(27) *Plaintiffs* means the Persons named as plaintiffs in the Proceedings as set out in Schedule A.

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

(29) *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 Releasees.

(30) *Purchase Price* means the sale price, less any discounts, rebates, buy-backs, delivery or shipping charges, taxes, etc., paid by Settlement Class Members for CRT Products purchased during the Class Period.

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

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

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

(34) *Released Claims* means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages of any kind (including compensatory, punitive or other damages) whenever incurred, liabilities

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

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

(36) *Releasers* 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.

(37) *Settled Defendants* means Chunghwa Picture Tubes Ltd., Chunghwa Picture Tubes (Malaysia) SDN. BHD, Tatung Company, Tatung Company of America, Inc., Tatung Co. of Canada Inc., Panasonic Corporation f/k/a Matsushita Electric Industrial Co. Ltd., Panasonic

Corporation of North America, Panasonic Canada Inc., MT Picture Display Co., Ltd., Beijing Matsushita Color CRT Company, Ltd., Japan Display Inc., f/k/a Hitachi Displays Ltd., Hitachi Ltd., Hitachi Asia, Ltd., Hitachi America, Ltd., Hitachi Electronic Devices (USA), Inc., Hitachi Canada, Ltd., Toshiba Corporation, Toshiba America Electronic Components Inc., Toshiba America Information Systems Inc., Toshiba of Canada Limited, LG Electronics, Inc., LG Electronics US, Inc., LG Electronics Canada, and any Defendant that executes its own settlement agreement whether before or after the execution of this Settlement Agreement, which settlement agreement is finally approved by the necessary Courts and becomes effective in accordance with its terms.

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

(39) *Settlement Amount* means CDN\$16,980,000.

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

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

(42) *Settling Defendants* means Samsung SDI Co., Ltd. (f/k/a Samsung Display Device Co.), Samsung SDI America, Inc., Samsung SDI Mexico S.A. de C.V., Tianjin Samsung SDI Co., Ltd, Shenzhen Samsung SDI Co. Ltd and Samsung SDI Brasil Ltda.

(43) *Trust Account* means a guaranteed investment vehicle, liquid money market account or equivalent security with a rating equivalent to or better than that of a Canadian Schedule I bank (a bank listed in Schedule I of the *Bank Act*, SC 1991, c 46) held at a Canadian financial institution 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.

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 declaration of settlement out of court of the Quebec Action as against the Settling Defendants.

2.2 Motions Seeking Approval of Notice

(1) The Plaintiffs shall bring motions before the Courts, as soon as practicable after the Date of Execution, for orders approving the notices described in Section 10.1(1)

(2) The Ontario order approving the notices described in Section 10.1(1) shall be substantially in the form attached as Schedule B. The BC and Quebec orders approving the notices described in Section 10.1(1) shall be agreed upon by the Parties and shall, where possible, mirror the substance and the form of the Ontario order.

2.3 Motions Seeking Certification or Authorization and Approval of the Settlement

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

- (a) the orders referred to in Section 2.2(2) have been granted,
- (b) the notices described in Section 10.1(1) have been published; and
- (c) the deadline for objecting to the Settlement Agreement has expired.

(2) The Ontario order certifying the Ontario Settlement Class and approving this Settlement Agreement shall be substantially in the form attached as Schedule C. The BC and Quebec orders certifying or authorizing the BC and Quebec Settlement Classes and approving this Settlement Agreement shall be agreed upon by the Parties and shall, where possible, mirror the substance and form of the Ontario order.

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

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

SECTION 3 - SETTLEMENT BENEFITS

3.1 The Settlement Amount

(1) Within forty-five (45) days of the Date of Execution, the Settling Defendants shall pay the Settlement Amount to Ontario Counsel for deposit into the Trust Account to be held for the benefit of Settlement Class Members

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

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

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

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

(6) Ontario Counsel and the Claims Administrator, respectively, shall maintain the Trust Account for the benefit of Settlement Class Members or the Settling Defendants as provided for in this Settlement Agreement.

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

3.2 Taxes and Interest

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

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

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

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

(5) Notwithstanding Sections 3.2(3) and (4), if this Settlement Agreement is terminated, the interest earned on the Settlement Amount in the Trust Account shall be paid, in accordance with Section 5.3, to the Settling Defendants who, in such case, shall be solely responsible for the payment of all taxes on such interest not previously paid.

SECTION 4- DISTRIBUTION OF THE SETTLEMENT AMOUNT AND ACCRUED INTEREST

4.1 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 in private out-of-class settlements, unless by such proceedings or private out-of-class settlements the Settlement Class

Member's claim was released in its entirety, in which case the Settlement Class Member shall be deemed ineligible for any further compensation.

4.2 No Responsibility for Administration or Fees

(1) Subject to section 5.3(1), the Releasees shall have no 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 5 - TERMINATION OF SETTLEMENT AGREEMENT

5.1 Right of Termination

- (1) In the event that:
- (a) any Court declines to certify or authorize the relevant Proceeding as against the Settling Defendants for the purposes of the Settlement Agreement;
 - (b) the Ontario or BC Court declines to dismiss the Ontario or BC Action, as applicable, as against the Settling Defendants;
 - (c) the Quebec Court declines to declare settled out of court the Quebec Action as against the Settling Defendants;
 - (d) any Court declines to approve this Settlement Agreement or any material part hereof;
 - (e) any Court approves this Settlement Agreement in a materially modified form;
 - (f) any orders approving this Settlement Agreement made by the Courts do not become Final Orders; or
 - (g) the Settlement Amount is not paid in accordance with section 3.1

each of the Settling Defendants and the Plaintiffs shall have the right to terminate this Settlement Agreement (except that only the Settling Defendants shall have the right to terminate under subsections (b) and (c) above and only the Plaintiffs shall have the right to terminate under

subsection (g) above) by delivering a written notice pursuant to Section 13.18 within thirty (30) days following an event described above.

(2) Except as provided for in Section 5.4, if the Settling Defendants or the Plaintiffs exercise their right to terminate, the Settlement Agreement shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.

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

- (a) Class Counsel Fees; or
- (b) the Distribution Protocol;

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.

5.2 If Settlement Agreement is Terminated

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

- (a) no motion to certify or authorize any of the Proceedings as a class proceeding on the basis of this Settlement Agreement, or to approve this Settlement Agreement, which has not been decided, shall proceed;
- (b) any order certifying or authorizing a Proceeding as a class proceeding on the basis of the Settlement Agreement, or approving this Settlement Agreement, shall be set aside and declared null and void and of no force or effect, and the Parties shall be estopped from asserting otherwise;
- (c) any prior certification or authorization of a Proceeding as a class proceeding on the basis of this Settlement Agreement, including the definitions of the Settlement Class and the Common Issue pursuant to this Settlement Agreement, shall be without prejudice to any position that any of the Parties or Releasees may later take on any issue in the Proceedings or any other litigation; and

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

5.3 Allocation of Monies in the Trust Account Following Termination

- (1) If the Settlement Agreement is terminated in accordance with its terms, then within thirty (30) business days of written notice advising that the Settlement Agreement has been terminated, Ontario Counsel shall pay to the Settling Defendants the money in the Trust Account, plus all accrued interest thereon, but less the costs of the notices required by Section 10.1(1) and any translation costs incurred pursuant to Section 13.12.

5.4 Survival of Provisions After Termination

- (1) If this Settlement Agreement is terminated, the provisions of Sections 3.1(6), 3.1(7), 3.2(5), 5.2, 5.3, 5.4, 8.1, 8.2, 10.1(2), 11.2(3) and 13.6, and the definitions and Schedules applicable thereto shall survive the termination and continue in full force and effect. The definitions and Schedules shall survive only for the limited purpose of the interpretation of Sections 3.1(6), 3.1(7), 3.2(5), 5.2, 5.3, 5.4, 8.1, 8.2, 10.1(2), 11.2(3) and 13.6 within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this

Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

SECTION 6 - RELEASES AND DISMISSALS

6.1 Release of Releasees

(1) Subject to Section 6.3, upon the Effective Date, in consideration of payment of the Settlement Amount and for other valuable consideration set forth in the Settlement Agreement, the Releasers forever and absolutely release the Releasees from the Released Claims that any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have.

6.2 Release by Releasees

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

6.3 Covenant Not To Sue

(1) Upon the Effective Date, notwithstanding Section 6.1, 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 Releasers do not release the Releasees but instead covenant and undertake not to make any claim in any way or to threaten, commence, participate in, or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims.

6.4 No Further Claims

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

6.5 Dismissal of the Proceedings

- (1) Upon the Effective Date, the BC Action and the Ontario Action shall be dismissed with prejudice and without costs as against the Settling Defendants.
- (2) Upon the Effective Date, the Quebec Action shall be declared settled out of court with prejudice and without costs as against the Settling Defendants.

6.6 Dismissal of Other Actions

- (1) Upon the Effective Date, each Settlement Class Member shall be deemed to irrevocably consent to the dismissal, without costs and with prejudice, of his, her or its Other Actions against the Releasees.
- (2) Upon the Effective Date, all Other Actions commenced in Ontario, Quebec, or British Columbia by any Settlement Class Member shall be dismissed against the Releasees, without costs and with prejudice.

6.7 Material Term

- (1) The releases contemplated in this Section shall be considered a material term of the Settlement Agreement and the failure of any Court to approve the releases contemplated herein shall give rise to a right of termination pursuant to Section 5.1 of the Settlement Agreement.

SECTION 7 - BAR ORDER, WAIVER OF SOLIDARITY ORDER AND OTHER CLAIMS

7.1 Ontario and British Columbia Bar Order

- (1) Class Counsel shall seek a bar order from the Ontario Court and the BC Court providing for the following:
 - (a) all claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Proceedings or any Other Actions, or otherwise, by any Non-Settling Defendant, any named or unnamed co-conspirator that is not a Releasee, any Settled Defendant or any other Person or party against a Releasee, or by a Releasee against any Non-Settling Defendant, any named or unnamed co-

conspirator that is not a Releasee, any Settled Defendant, or any Person or party, are barred, prohibited and enjoined in accordance with the terms of this Section;

(b) if the Ontario Court or BC Court, as applicable, ultimately determines that a claim for contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise is a legally recognized claim;

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

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

other Person or party that is not a Releasee, if permitted by law;
and

- (C) the Ontario and BC Courts shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the relevant Proceeding, whether or not the Releasees remain in the relevant Proceeding or appear at the trial or other disposition, and the Proportionate Liability of the Releasees shall be determined as if the Releasees are parties to the relevant Proceeding and any determination by the Ontario Court or BC Court, as applicable, in respect of the Proportionate Liability of the Releasees shall only apply in the relevant Proceeding and shall not be binding on the Releasees in any other proceeding;
- (c) after the relevant Proceeding against the Non-Settling Defendants has been certified and all appeals or times to appeal have been exhausted, and on at least twenty (20) days' notice to Counsel for the Settling Defendants, a Non-Settling Defendant may, on motion to the Ontario Court or the BC Court, as appropriate, seek an Order for the following, which order shall be determined as if the Settling Defendants remained parties to the relevant Proceeding:
- (A) documentary discovery and an affidavit of documents (list of documents in British Columbia) from the Settling Defendants in accordance with that Court's rules of procedure;
 - (B) oral discovery of a representative of the Settling Defendants, the transcripts of which may be read in at trial;
 - (C) leave to serve a request to admit (notice to admit in British Columbia) on the Settling Defendants in respect of factual matters; and/or
 - (D) the production of a representative of the Settling Defendants to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.

- (d) the Settling Defendants retain all rights to oppose any motion brought pursuant to Section 7.1(1)(c), including any such motion brought at trial seeking an order requiring the Settling Defendants to produce a representative to testify at trial. Moreover, nothing herein restricts the Settling Defendants from seeking a protective order to maintain confidentiality and protection of proprietary information in respect of documents to be produced and/or for information obtained from discovery in accordance with Section 7.1(1)(c);
- (e) on any motion brought pursuant to Section 7.1(1)(c), the Ontario Court or BC Court, as applicable, may make such orders as to costs and other terms as it considers appropriate;
- (f) to the extent that such an order is granted and discovery is provided to a Non-Settling Defendant, a copy of all discovery provided, whether oral or documentary in nature, shall be provided by the Settling Defendants to the Plaintiffs and Class Counsel within ten (10) days of such discovery being provided to a Non-Settling Defendant;
- (g) the Ontario and BC Courts will retain an ongoing supervisory role over the discovery process and the Settling Defendants will attorn to the jurisdiction of the Ontario and BC Courts for these purposes; and
- (h) a Non-Settling Defendant may effect service of the motion(s) referred to in Section 7.1(1)(c) by service on Counsel for the Settling Defendants in the relevant Proceedings.

7.2 Quebec Waiver or Renunciation of Solidarity Order

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

- (b) the Quebec Petitioner and Settlement Class Members shall henceforth only be able to claim and recover damages, including punitive damages, interest and costs (including without limitation, judicial fees pursuant to the *Code of Civil Procedure*, and investigative costs claimed pursuant to section 36 of the *Competition Act*) attributable to the conduct of the Non-Settling Defendants, the sales by the Non-Settling Defendants, and/or other applicable measure of proportionate liability of the Non-Settling Defendants;
- (c) any claims in warranty or any other claim or joinder of parties to obtain any contribution or indemnity from the Releasees or relating to the Released Claims shall be inadmissible and void in the context of the Quebec Action or any Other Action commenced in Quebec; 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*.

7.3 Claims Against Other Entities Reserved

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

7.4 Material Term

- (1) The Parties acknowledge that the bar orders, waivers, renunciations of solidarity and reservations of rights contemplated in this Section shall be considered a material term of the Settlement Agreement and the failure of any Court to approve the bar orders, waivers, renunciations of solidarity and reservations of rights contemplated herein shall give rise to a right of termination pursuant to Section 5.1 of the Settlement Agreement.

SECTION 8 - EFFECT OF SETTLEMENT

8.1 No Admission of Liability

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

8.2 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.

8.3 No Further Litigation

(1) Neither the Plaintiffs nor 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 as against the Settling Defendants, except in relation to the continued prosecution of the Proceedings against any Non-Settling Defendant or unnamed co-conspirators that are not Releasees or, if the Proceedings are not certified or authorized, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendant or unnamed co-conspirator that is not a Releasee, subject to Section 8.3(2) of this Settlement Agreement. Moreover, subject to the other terms of this Settlement Agreement, the Plaintiffs and Class Counsel may not divulge to anyone for any purpose any information obtained in the course of the Proceedings or the

negotiation and preparation of this Settlement Agreement, except to the extent such information is or becomes otherwise publicly available or unless ordered to do so by a court.

(2) Section 8.3(1) shall be inoperative to the extent that it is inconsistent with BC Counsel's obligations under Rule 3.2-10 of the *Code of Professional Conduct for British Columbia*.

SECTION 9 - CERTIFICATION OR AUTHORIZATION FOR SETTLEMENT ONLY

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

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

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

SECTION 10- NOTICE TO SETTLEMENT CLASSES

10.1 Notices Required

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

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

10.2 Form and Distribution of Notices

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

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

SECTION 11 - ADMINISTRATION AND IMPLEMENTATION

11.1 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.

11.2 Information and Assistance

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

(2) Class Counsel may use the information provided under Section 11.2(1):

- (a) to facilitate the dissemination of the notices required in Section 10.1;
- (b) to advise Persons in Canada who purchased CRT Products from the Settling Defendants or the Releasees 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 agreements achieved or court awards issued in the Proceedings.

(3) It is understood and agreed that the information provided in accordance with section 11.2(1) shall only be used or disclosed for the purposes set out in section 11.2(2) and shall not be used directly or indirectly for any other purpose, except to the extent that information is or becomes publicly available. Class Counsel may disclose all information provided by the Settling Defendants pursuant to section 11.2(1) to any Court-appointed notice provider and/or the Claims Administrator, to the extent reasonably necessary for the purposes enumerated in section 11.2(2). Any Court-appointed notice provider and/or the Claims Administrator shall be bound by the same confidentiality obligations set out herein. If this Settlement Agreement is terminated, all information provided by the Settling Defendants pursuant to section 11.2(1) shall be dealt with in accordance with section 5.2(1)(d) and no record of the information so provided shall be retained by Class Counsel in any form whatsoever.

(4) The Settling Defendants will make themselves reasonably available to respond to questions respecting the information provided pursuant to Section 11.2(1) from Class Counsel or any Court-appointed notice provider and/or the Claims Administrator.

(5) The Settling Defendants' obligations pursuant to this Section 11.2 shall not be affected by the release provisions contained in Section 7 of this Settlement Agreement. Unless this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason, the Settling Defendants' obligations to cooperate pursuant to this Section 11.2 shall cease when the Proceedings are resolved as against all Defendants and all settlement funds or court awards have been distributed.

(6) The Settling Defendants shall bear no liability with respect to the completeness or accuracy of the information provided pursuant to this Section 11.2.

**SECTION 12 - CLASS COUNSEL FEES AND
ADMINISTRATIVE EXPENSES**

- (1) Class Counsel may seek the Courts' approval to pay Class Counsel Fees and Administration Expenses contemporaneously with seeking approval of this Settlement Agreement or at such other time as they may determine in their sole discretion.
- (2) The costs of the notices referred to in Section 10.1 and the translation referred to in Section 13.12 shall be paid by Ontario Counsel out of the Trust Account, as they become due. Subject to Section 5.3, the Releasees shall not have any responsibility for the costs of the notices or translation.
- (3) Except as provided in Section 13(2), Class Counsel Fees and Administration Expenses may only be paid out of the Trust Account after the Effective Date.
- (4) Class Counsel reserve the right to bring motions to the Courts for payment out of the Account for any future adverse cost awards and future disbursements.
- (5) The Settling Defendants and the Releasees shall not be liable for any fees, disbursements or taxes of the lawyers, experts, advisors, agents, or representatives retained by Class Counsel, the Plaintiffs or the Settlement Class Members, any amounts to which the Fonds d'aide aux actions collectives in Quebec may be entitled, or any lien of any Person on any payment to any Settlement Class Member from the Settlement Amount.

SECTION 13 - MISCELLANEOUS

13.1 Motions for Directions

- (1) Class Counsel or the Settling Defendants may apply to the Ontario Court for directions in respect of the interpretation, implementation and administration of this Settlement Agreement. Motions for directions that do not relate specifically to matters affecting the BC Action and/or the Quebec Action shall be determined by the Ontario Court.
- (2) All motions contemplated by this Settlement Agreement shall be on notice to the Parties, except for those applications concerned solely with the implementation and administration of the Distribution Protocol.

13.2 Releasees Have No Liability for Administration

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

13.3 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.

13.4 Computation of Time

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

- (a) where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and
- (b) only in the case where the time for doing an act expires on a holiday (as “holiday” is defined in the *Rules of Civil Procedure*, RRO 1990, Reg 194), the act may be done on the next day that is not a holiday.

13.5 Ongoing Jurisdiction

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

(2) No Party shall ask a Court to make any order or give any direction in respect of any matter of shared jurisdiction unless that order or direction is conditional upon a complimentary

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

(3) Notwithstanding Sections 13.5(1) and 13.5(2), the Ontario Court shall exercise jurisdiction with respect to implementation, administration, interpretation and enforcement of the terms of this Settlement Agreement, and the Plaintiffs, Settlement Class Members, and Settling Defendants attorn to the jurisdiction of the Ontario Court for such purposes. Issues related to the administration of this Settlement Agreement, the Trust Account, and other matters not specifically related to the BC Action or the Quebec Action shall be determined by the Ontario Court.

13.6 Governing Law

(1) Subject to Section 13.6(2), this Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

(2) Notwithstanding Section 13.6(1), for matters relating specifically to the BC Action or the Quebec Action, the BC Court or the Quebec Court, as applicable, shall apply the law of its own jurisdiction and the laws of Canada applicable therein.

13.7 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.

13.8 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.

13.9 Binding Effect

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

13.10 Counterparts

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

13.11 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.

13.12 Language

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

13.13 Transaction

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

13.14 Recitals

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

13.15 Schedules

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

13.16 Acknowledgements

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

- (a) he, she or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood the Settlement Agreement;
- (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her or the Party's representative by his, her or its counsel;
- (c) he, she or the Party's representative fully understands each term of the Settlement Agreement and its effect; and
- (d) no Party has relied upon any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other Party beyond the terms of the Settlement Agreement with respect to the first Party's decision to execute this Settlement Agreement.

13.17 Authorized Signatures

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

13.18 Notice

(1) Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication or document shall be provided by email, facsimile or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

For the Plaintiffs and for Class Counsel:

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

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

Caroline Perrault
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: caroline.perrault@siskindsdesmeules.com

For the Settling Defendants:

Subrata Bhattacharjee
Caitlin R. Sainsbury
BORDEN LADNER GERVAIS LLP
Bay Adelaide Centre, East Tower,
22 Adelaide St W,
Toronto, ON, M5H 4E3
Tel: (416) 367-6371
Fax: (416) 367-6749
Email: SBhattacharjee@blg.com
CSainsbury@blg.com

13.19 Date of Execution

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

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

Name of Authorized Signatory:

Charles Wright

Signature of Authorized Signatory:

CW for Siskinds LLP.
Siskinds LLP
Ontario Counsel

CURTIS SAUNDERS and **DAVE DAGG** on their own behalf and on behalf of the BC Settlement Class, by their counsel

Name of Authorized Signatory:

Charles Wright

Signature of Authorized Signatory:

CW for CFM.
Camp Fiorante Matthews Mogeran
BC Counsel

CAROLE OUELLET, on her own behalf and on behalf of the Quebec Settlement Class, by her counsel

Name of Authorized Signatory:

Charles Wright

Signature of Authorized Signatory:

CW for SD.
Siskinds Desmeules s.e.n.c.r.l.
Quebec Counsel

SAMSUNG SDI CO., LTD. (F/K/A SAMSUNG DISPLAY DEVICE CO.), SAMSUNG SDI AMERICA, INC., SAMSUNG SDI MEXICO S.A. DE C.V., TIANJIN SAMSUNG SDI CO., LTD, SHENZHEN SAMSUNG SDI CO. LTD AND SAMSUNG SDI BRASIL LTDA
by its counsel

Name of Authorized Signatory:

Subrata Bhattacharjee

Signature of Authorized Signatory:



Borden Ladner Gervais LLP

SCHEDULE "A"

Proceedings

Court and File No.	Plaintiffs' Counsel	Plaintiff	Defendants	Settlement Class
Ontario Action				
Ontario Superior Court of Justice Court File No. 59044CP (the "Ontario Action")	Siskinds LLP	The Fanshawe College of Applied Arts and Technology	Hitachi, Ltd., Hitachi Asia, Ltd., Hitachi America, Ltd., Hitachi Displays Ltd, Hitachi Electronic Devices (USA), Shenzhen SEG Hitachi Color Display Devices, Ltd., Hitachi Canada, Ltd., Irico Group Corporation, Irico Group Electronics Co. Ltd., Irico Display Devices Co., Ltd., LG Electronics, Inc., LG Electronics USA, Inc., LG Electronics Canada, Panasonic Corporation f/k/a Matsushita Electric Industrial Co. Ltd., Panasonic Corporation of North America, Panasonic Canada Inc, Koninklijke Philips Electronics N.V., Philips Electronics North America Corporation, Philips Electronics Ltd., Samsung Electronics Co. Ltd., Samsung Electronics America Inc., Samsung Electronics Canada Inc., Samsung SDI Co., Ltd. (f/k/a Samsung Display Device Co.), Samsung SDI America, Inc., Samsung SDI Mexico S.A. de C.V., Shenzhen Samsung SDI Co. Ltd., Tianjin Samsung SDI Co., Ltd., Samsung SDI Brasil Ltda, Toshiba Corporation, Toshiba America Electronic Components Inc., Toshiba America Information Systems Inc., Toshiba of Canada Limited. Beijing Matsushita Color CRT Company, Ltd., Samtel Color, Ltd and MT Picture Display Co., Ltd.	All Persons in Canada who purchased CRT Products in Canada during the Class Period, except the Excluded Persons and Persons who are included in the Quebec Class and the BC Class.
BC Action				
British Columbia Supreme Court File No. S-097394 (Vancouver Registry) (the "BC Action")	Camp Fiorante Matthews Mogerman	Curtis Saunders and Dave Dagg	Chunghwa Picture Tubes, Ltd., Chunghwa Picture Tubes (Malaysia) Sdn. Bhd, Hitachi, Ltd., Hitachi Displays, Ltd., Hitachi Asia, Ltd., Hitachi America, Ltd., Hitachi Canada, Ltd., Hitachi Electronic Devices (USA), Shenzhen SEG Hitachi Color Display Devices, Ltd., Irico Group Corporation, Irico Group Electronics Co., Ltd., Irico Display Devices Co., Ltd., LG Electronics, Inc., LG Electronics Taiwan	All Persons in British Columbia who purchased CRT Products in Canada during the Class Period, except the Excluded Persons.

Court and File No.	Plaintiffs' Counsel	Plaintiff	Defendants	Settlement Class
			Taipei Co., Ltd., LG Electronics USA, Inc., LG Electronics Canada, Panasonic Corporation f/k/a Matsushita Electronic Industrial Co. Ltd., Matsushita Electronic Corporation (Malaysia) Sdn Bhd., Panasonic Corporation of North America, Panasonic Canada Inc., MT Picture Display Co., Ltd. f/k/a Matsushita Toshiba Picture Display Co. Ltd., Beijing Matsushita Color CRT Company, Ltd., Koninklijke Philips Electronics N.V., Philips Electronics Industries Ltd., Philips Electronics Industries (Taiwan) Ltd., Philips da Amazonia Industria Electronica Ltda., Philips Electronics North America Corporation, Philips Electronics Ltd., Samsung Electronics Co. Ltd., Samsung Electronics America, Inc., Samsung SDI Co., Ltd. f/k/a Samsung Display Device Co. Ltd., Samsung SDI America, Inc., Samsung SDI Mexico S.A. de C.V., Samsung SDI Brasil Ltda., Shenzhen Samsung SDI Co. Ltd., Tianjin Samsung SDI Co., Ltd., Samsung SDI (Malaysia) Sdn Bhd., Samsung Electronics Canada Inc., Samtel Color, Ltd., Thai CRT Company, Ltd., Toshiba Corporation, Toshiba Display Devices (Thailand) Company, Ltd., Toshiba America Electronic Components, Inc., Toshiba America Information Systems, Inc., Toshiba of Canada Limited, LP Displays International, Ltd. f/k/a LG Philips Displays	
Quebec Action				
Superior Court of Quebec (District of Québec), File No. 200-06-000114-093 (the "Quebec Action")	Siskinds Desmeules s.e.n.c.r.l.	Carole Ouellet	Chunghwa Pictures Tubes, Ltd, Hitachi Ltd., Hitachi Asia Ltd, Hitachi America Ltd., Hitachi Canada, Ltd., Irico Group Corporation, Irico Display Devices Co., Ltd, LG Electronics Inc., LG Electronics Canada, LG Electronics Taiwan Taipei Co., Ltd., LP Displays International Ltd. (f/k/a LG Philips Display), Matsushita Electric Industrial Co. Ltd, Beijing Matsushita Color CRT Company, Ltd., Panasonic Corporation of North America, Panasonic Canada Inc., MT Picture Display Co., Ltd., Koninklijke Philips Electronics N.V., Philips Electronics Industries Ltd., Philips Electronics Industries (Taiwan) Ltd.,	All individuals in Quebec who purchased CRT Products in Canada during the Class Period, as well as any legal person resident in Quebec established for a private interest, partnership or association which, at all times between March 16, 2008 and March 15, 2009, had under its direction or control no more than 50 persons bound to it by a contract of employment who purchased CRT Products in Canada during

Court and File No.	Plaintiffs' Counsel	Plaintiff	Defendants	Settlement Class
			Philips Electronics North America Corporation, Philips Electronics Ltd., Samsung Electronics Co. Ltd., Samsung SDI Co., Ltd. (f/k/a Samsung Display Device Co.), Samsung Electronics America Inc., Samsung Electronics Canada Inc., Samsung SDI America, Inc., Samtel Color, Ltd., Tatung Company, Tatung Company of America, Inc., Tatung Co, of Canada Inc., Toshiba Corporation, Toshiba America Consumer Products, LLC, Toshiba of Canada Limited	the Class Period, except Excluded Persons.

SCHEDULE "B"

Court File No. 59044CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

The Honourable) , the day
)
Justice Grace) of , 2018

B E T W E E N :

THE FANSHAWE COLLEGE OF APPLIED ARTS AND TECHNOLOGY

Plaintiff

- and -

HITACHI, LTD., HITACHI ASIA, LTD., HITACHI AMERICA, LTD., HITACHI DISPLAYS LTD, HITACHI ELECTRONIC DEVICES (USA), SHENZHEN SEG HITACHI COLOR DISPLAY DEVICES, LTD, HITACHI CANADA, LTD., IRICO GROUP CORPORATION, IRICO GROUP ELECTRONICS CO. LTD., IRICO DISPLAY DEVICES CO., LTD., LG ELECTRONICS, INC., LG ELECTRONICS USA, INC., LG ELECTRONICS CANADA, PANASONIC CORPORATION F/K/A MATSUSHITA ELECTRIC INDUSTRIAL CO. LTD., PANASONIC CORPORATION OF NORTH AMERICA, PANASONIC CANADA INC., KONINKLIJKE PHILIPS ELECTONICS N.V., PHILIPS ELECTRONICS NORTH AMERICA CORPORATION, PHILIPS ELECTRONICS LTD., SAMSUNG ELECTRONICS CO. LTD., SAMSUNG ELECTRONICS AMERICA INC., SAMSUNG ELECTRONICS CANADA INC., SAMSUNG SDI CO., LTD. (f/k/a SAMSUNG DISPLAY DEVICE CO.), SAMSUNG SDI BRASIL LTDA, SAMSUNG SDI AMERICA, INC., SAMSUNG SDI MEXICO S.A. DE C.V., SHENZHEN SAMSUNG SDI CO. LTD., TIANJIN SAMSUNG SDI CO., LTD., TOSHIBA CORPORATION, TOSHIBA AMERICA ELECTRONIC COMPONENTS INC., TOSHIBA AMERICA INFORMATION SYSTEMS INC., TOSHIBA OF CANADA LIMITED, BEIJING MATSUSHITA COLOR CRT COMPANY, LTD., SAMTEL COLOR, LTD and MT PICTURE DISPLAY CO., LTD

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER

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

ON READING the materials filed, including the Affidavit of ● sworn ●, 2018 and the settlement agreement dated ●, 2018 attached to this Order as Schedule “A” (the “Settlement Agreement”), and on hearing the submissions of counsel for the Plaintiff and counsel for the Settling Defendants, and on being advised by counsel for the Philips Defendants that the Philips Defendants take no position on this motion;

ON BEING ADVISED that, pursuant to the order of this Court dated December 3, 2010, Settlement Class Members were afforded a right to opt out and there were no opt-outs;

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

1. **THIS COURT ORDERS** that, for the purposes of this Order, except to the extent that they are modified in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that the publication, short-form and long-form of the Notice of Hearing are hereby approved substantially in the form attached hereto as Schedules “B” to “D”, respectively.
3. **THIS COURT ORDERS** that the plan of dissemination of the Notice of Hearing to settlement class members (the “Plan of Dissemination”) is hereby approved in the form attached hereto as Schedule “E”.
4. **THIS COURT ORDERS** that the Notice of Hearing shall be disseminated in accordance with the Plan of Dissemination.
5. **THIS COURT ORDERS** that this Order is contingent upon parallel orders being made by the BC Court and the Quebec Court, and the terms of this Order shall not be effective unless and until such orders are made by the BC Court and the Quebec Court.

The Honourable Justice Grace

SCHEDULE "C"

Court File No. 59044CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) _____, THE _____ DAY
JUSTICE GRACE) OF _____, 2018

B E T W E E N :

THE FANSHAWE COLLEGE OF APPLIED ARTS AND TECHNOLOGY

Plaintiff

- and -

HITACHI, LTD., HITACHI ASIA, LTD., HITACHI AMERICA, LTD., HITACHI DISPLAYS LTD, HITACHI ELECTRONIC DEVICES (USA), SHENZHEN SEG HITACHI COLOR DISPLAY DEVICES, LTD., HITACHI CANADA, LTD., IRICO GROUP CORPORATION, IRICO GROUP ELECTRONICS CO. LTD., IRICO DISPLAY DEVICES CO., LTD., LG ELECTRONICS, INC., LG ELECTRONICS TAIWAN TAIPEI CO. LTD., LG ELECTRONICS USA, INC., LG ELECTRONICS CANADA, PANASONIC CORPORATION F/K/A MATSUSHITA ELECTRIC INDUSTRIAL CO. LTD., PANASONIC CORPORATION OF NORTH AMERICA, PANASONIC CANADA INC., KONINKLIJKE PHILIPS ELECTONICS N.V., PHILIPS ELECTRONICS INDUSTRIES (TAIWAN) LTD., PHILIPS DA AMAZONIA INDUSTRIA ELECTRONICA LTDA, PHILIPS ELECTRONICS NORTH AMERICA CORPORATION, PHILIPS ELECTRONICS LTD., SAMSUNG ELECTRONICS CO. LTD., SAMSUNG ELECTRONICS AMERICA INC., SAMSUNG ELECTRONICS CANADA INC., SAMSUNG SDI CO., LTD. (f/k/a SAMSUNG DISPLAY DEVICE CO.), SAMSUNG SDI BRASIL LTDA, SAMSUNG SDI AMERICA, INC., SAMSUNG SDI MEXICO S.A. DE C.V., SHENZHEN SAMSUNG SDI CO. LTD., TIANJIN SAMSUNG SDI CO., LTD., TOSHIBA CORPORATION, TOSHIBA AMERICA ELECTRONIC COMPONENTS INC., TOSHIBA AMERICA INFORMATION SYSTEMS INC., TOSHIBA OF CANADA LIMITED, BEIJING MATSUSHITA COLOR CRT COMPANY, LTD., SAMTEL COLOR, LTD and MT PICTURE DISPLAY CO., LTD

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER (Samsung SDI Settlement Approval)

THIS MOTION made by the Plaintiff for an Order certifying this action as a class proceeding for settlement purposes as it relates to the Defendants, Samsung SDI Co., Ltd. (f/k/a Samsung Display Device Co.), Samsung SDI America, Inc., Samsung SDI Mexico S.A. de C.V., Tianjin Samsung SDI Co., Ltd, Shenzhen Samsung SDI Co. Ltd and Samsung SDI Brasil Ltda.

(the "Settling Defendants"), and approving the Settlement Agreement entered into with the Settling Defendants was heard this day at the Court House, 80 Dundas Street, London, Ontario.

AND ON BEING ADVISED that the deadline for opting out has passed and there were no opt-outs;

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

AND ON BEING ADVISED that the Plaintiff and the Settling Defendants consent to this Order, and the Philips Defendants take no position:

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

1. **THIS COURT ORDERS** that, in addition to the definitions used elsewhere in this Order, for the purposes of this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. **THIS COURT ORDERS** that this action be certified as a class proceeding as against the Settling Defendants for settlement purposes only.
4. **THIS COURT ORDERS** that the Ontario Settlement Class is certified as:

All Persons in Canada who purchased CRT Products in Canada during the Class Period, except the Excluded Persons and Persons who are included in the Quebec Class and the BC Class.
5. **THIS COURT ORDERS** that The Fanshawe College of Applied Arts and Technology is appointed as the representative plaintiff for the Ontario Settlement Class.

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

Did the Settling Defendants conspire to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, CRT directly or indirectly in Canada during the Class Period? If so, what damages, if any, did Ontario Settlement Class Members suffer?

7. **THIS COURT ORDERS** that paragraphs 2 to 5 of this Order, including the certification of the Ontario Action as against the Settling Defendants for settlement purposes and the definitions of the Ontario Settlement Class and the Common Issue, is without prejudice to any position the Non-Settling Defendants have taken or may in the future take in the Proceedings, including in relation to certification, class definition, statement of common issues or any motion to amend any certification order.
8. **THIS COURT ORDERS** that the Settlement Agreement is fair, reasonable and in the best interests of the Ontario Settlement Class.
9. **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.
10. **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.
11. **THIS COURT ORDERS** that, upon the Effective Date, each Ontario Settlement Class Member shall be deemed to have consented to the dismissal as against the Releasees of any Other Actions he, she or it has commenced, without costs and with prejudice.
12. **THIS COURT ORDERS** that, upon the Effective Date, each Other Action commenced in Ontario by any Ontario Settlement Class Member shall be and is hereby dismissed against the Releasees, without costs and with prejudice.

13. **THIS COURT ORDERS** that, upon the Effective Date, subject to paragraph 15, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.
14. **THIS COURT ORDERS** that, upon the Effective Date, each Releasor shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any proceeding, cause of action, claim or demand against any Releasee or any other Person who may claim contribution or indemnity, or other claims over relief, from any Releasee, whether pursuant to the *Negligence Act*, RSO 1990, c. N. 1 or other legislation or at common law or equity in respect of any Released Claim, except for the continuation of the Proceedings against the Non-Settling Defendants or named or unnamed co-conspirators that are not Releasees.
15. **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.
16. **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 or to threaten, commence, participate in or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims.
17. **THIS COURT ORDERS** that all claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Proceedings or any Other Actions, or otherwise, by any Non-Settling Defendant, any named or unnamed co-conspirator that is not a Releasee, any Settled Defendant or any other Person or party against a Releasee, or by a Releasee against any Non-Settling Defendant, any named or unnamed co-conspirator that is not a Releasee, any Settled Defendant or any Person or party, are barred, prohibited and enjoined in accordance with the terms of this Order.

18. **THIS COURT ORDERS** that if this Court ultimately determines that a claim for contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise is a legally recognized claim:

- (a) the 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-conspirators and/or any other Person or party that is not a Releasee that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;
- (b) the Ontario Plaintiff and the Ontario Settlement Class Members shall limit their claims against the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to include only, and shall only seek to recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, those claims for damages (including punitive damages, if any), restitutionary award, disgorgement of profits, costs, and interest attributable to the aggregate of the several liability of the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to the Ontario Plaintiff and Ontario Settlement Class Members, if any, and, for greater certainty, the Ontario Settlement Class Members shall be entitled to claim and seek to recover on a joint and several basis as between the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, if permitted by law; and
- (c) this Court shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the Ontario Action, whether or not the Releasees remain in the Ontario Action or appear at the trial or other disposition, and the Proportionate Liability of the Releasees shall be determined as if the Releasees are parties to the Ontario Action and any determination by this Court in

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

19. **THIS COURT ORDERS** that 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 Ontario Settlement Class Members in the Ontario Action or the rights of the Ontario Plaintiff and the Ontario Settlement Class Members to oppose or resist any such arguments, except as provided for in this Order.

20. **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 twenty (20) days' notice to Counsel for the Settling Defendants, and not to be brought unless and until all appeals or times to appeal certification of the Ontario Action against the Non-Settling Defendants have been exhausted, seek orders for the following:
 - (a) documentary discovery and an affidavit of documents from the Settling Defendants in accordance with the *Rules of Civil Procedure*, RRO 1990, Reg. 194;
 - (b) oral discovery of a representative of the Settling Defendants, the transcript of which may be read in at trial;
 - (c) leave to serve a request to admit on the Settling Defendants in respect of factual matters; and/or
 - (d) the production of a representative of the Settling Defendant to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.

21. **THIS COURT ORDERS** that the Settling Defendants retains all rights to oppose such motion(s) brought under paragraph 20. Moreover, nothing herein restricts the Settling Defendant from seeking a protective order to maintain confidentiality and protection of proprietary information in respect of documents to be produced and/or for information obtained from discovery in accordance with paragraph 20. Notwithstanding any provision

in this Order, on any motion brought pursuant to paragraph 20, the Court may make such orders as to costs and other terms as it considers appropriate.

22. **THIS COURT ORDERS** that a Non-Settling Defendant may effect service of the motion(s) referred to in paragraph 20 above by service on Counsel for the Settling Defendant.
23. **THIS COURT ORDERS** that for purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Settling Defendants attorn to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order.
24. **THIS COURT ORDERS** that, except as provided herein, this Order does not affect any claims or causes of action that any Ontario Settlement Class Member has or may have in the Ontario Action against the Non-Settling Defendants or named or unnamed co-conspirators who are not Releasees.
25. **THIS COURT ORDERS** that no Releasee shall have any responsibility or liability whatsoever relating to the administration of the Settlement Agreement; to administration, investment, or distribution of the Trust Account, or to the Distribution Protocol.
26. **THIS COURT ORDERS** that Ontario Counsel shall hold the Settlement Amount, plus any accrued interest, in trust for the benefit of the Settlement Classes pending further orders of the Courts.
27. **THIS COURT ORDERS** that, after the Effective Date, subject to the approval of the Ontario Court, the Settlement Amount may be used to pay any disbursements and applicable taxes incurred by Class Counsel for the benefit of the Settlement Classes in the continued prosecution of the litigation against the Non-Settling Defendants, and any adverse costs awards issued against the Plaintiffs in any of the Proceedings. This paragraph shall not be interpreted as affecting the rights of the Plaintiffs or the Settlement Classes to claim such disbursements in the context of a future costs award in their favour

against the Non-Settling Defendants, or the rights of the Non-Settling Defendants to oppose and resist any such claim.

28. **THIS COURT ORDERS** that the approval of the Settlement Agreement is contingent upon approval by the BC Court and the Quebec Court, and the terms of this Order shall not be effective unless and until the Settlement Agreement is approved by the BC Court and the Quebec Court, the BC Action has been dismissed with prejudice and without costs as against the Settling Defendants, and the Quebec Action has been declared settled out of court with prejudice and without costs as against the Settling Defendants. If such orders are not secured in British Columbia and Quebec, this Order shall be null and void and without prejudice to the rights of the Parties to proceed with this action and any agreement between the Parties incorporated in this Order shall be deemed in any subsequent proceedings to have been made without prejudice.
29. **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.
30. **THIS COURT ORDERS** that the Ontario Action be and is hereby dismissed against the Settling Defendants, without costs and with prejudice.
31. **THIS COURT ORDERS** that paragraph 2 of the Certification Cost Order, dated August 12, 2016, is vacated.
32. **THIS COURT ORDERS** that the approval of the Settlement Agreement and any reasons given by the Court in relation thereto, except any reasons given in connection with paragraphs 16-21 of this Order, are without prejudice to the rights and defences of the Non-Settling Defendants in connection with the ongoing Ontario Action and, without restricting the generality of the foregoing, may not be relied on by any person to establish jurisdiction, the criteria for certification (including class definition) or the existence or elements of the causes of action asserted in the Ontario Action as against the Non-Settling Defendants.

THE HONOURABLE JUSTICE GRACE

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at London

Proceeding under the *Class Proceedings Act, 1992*

**ORDER
Samsung SDI Settlement Approval**

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