

Original Writ of Summons and Statement of Claim filed March 7, 2007.
Amended Writ of Summons and Statement of Claim filed October 22,
2007 pursuant to Rule 24(1)(a) of the *Rules of Court*.
Further Amended Writ of Summons and Statement of Claim filed June
23, 2010, pursuant to the Order of the Honourable Mr. Justice Myers
pronounced on May 21, 2010, and pursuant to Supreme Court Rules
15(5) and 24(1).
Third Amended Writ of Summons filed Nov. 15, 2011, pursuant to the
Order of the Honourable Mr. Justice Myers pronounced on Sept. 23,
2011, and pursuant to Supreme Court Rule 6-1(1).

No. S071569
Vancouver Registry



In the Supreme Court of British Columbia

Between:

Kristopher Gruber

Plaintiff

and:

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

Defendants

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

FURTHER THIRD AMENDED WRIT OF SUMMONS

Kristopher Gruber
c/o Camp Fiorante Matthews
4th Floor, 555 West Georgia Street
Vancouver, BC V6B 1Z6

400 – 856 Homer Street
Vancouver, BC V6B 2X5

(Name and address of each defendant):

LG Display Co., Ltd. *fka* LG Philips LCD Co., Ltd.
20 Yoido-dong, Youngdungpo-gu Seoul 150-721
Republic of Korea

LG Display America, Inc.
fka LG Philips LCD America, Inc.
150 East Brokaw Road
San Jose, CA 95112

Samsung Electronics Co. Ltd.
Samsung Main Building 250-2ga
Taepyung-ro Chung-gu, Seoul, Korea

Samsung Electronics Canada Inc.
55 Standish Court
Mississauga, Ontario L5R 4B2

Hitachi Ltd.
6-1 Marunouchi Center Building 13F
Chiyoda-ku, Tokyo, 100-8220 Japan

Hitachi Canada, Ltd.
2495 Meadowpine Boulevard
Mississauga, Ontario L5N 6C3

Hitachi America Ltd.
50 Prospect Avenue
Tarrytown, New York 10591

Hitachi Displays, Ltd.
AKS Bldg. 5F.
6-2 Kanda Neribeicho 3
Chiyoda-ku, Tokyo, 101-0022 Japan

Hitachi Electronics Devices (USA), Inc.
575 Mauldin Road
Greenville, South Carolina 29607
USA

Epson Imaging Devices Corporation
fka Sanyo Epson Imaging Devices Corporation
World Trade Center Building

15F-2-4-1 Hamanatsu-cho
Minato-ku, Tokyo, Japan

Sharp Corporation
22-22 Nagaike-cho, Abeno-ku
Osaka 545-8522, Japan

Sharp Electronics Corporation
Sharp Plaza, Mahwah, New Jersey 07430

Sharp Electronics of Canada Ltd.
335 Britannia Road East
Mississauga, Ontario L4Z 1W9

Toshiba Corporation
1-1, Shibaura 1-chome, Minato-ku
Tokyo, 105-8001, Japan

Toshiba of Canada Limited
191 McNabb Street
Markham, Ontario L3R 8H2

Toshiba America Inc.
1251 Avenue of the Americas, Suite 4110
New York, NY 10020

Toshiba Matsushita Display Technology Co., Ltd.
Rivage Shinagawa, 1-8, Konan 4-chome
Minato-ku, Tokyo 108-0075, Japan

AU Optronics Corp.
No. 1, Li-Hsin Rd. 2,
Hsinchu Science Park
Hsinchu 30078 Taiwan

AU Optronics Corporation America
9720 Cypresswood Drive, Suite 241
Houston, Texas

Chi Mei Optoelectronics Corporation
No. 3, Sec. 1, Huanshi Rd.,
Southern Taiwan Science Park
Sinshih Township
Tainan County 74147 Taiwan

Chi Mei Corporation
No. 59-1, San Chia, Jen Te
Tainan County, Taiwan 71702

Nexgen Mediatech, Inc.
8F, No. 150, Jianyi Rd., Chung Ho City
Taipei Hsien, Taiwan

Nexgen Mediatech USA, Inc.
16712 East Johnson Drive
City of Industry, California, 91745, U.S.A.

Chi Mei Optoelectronics Japan Co., Ltd.
fka International Display Technology Co., Ltd.
Nansei Yaesu Bldg.
3F, 2-2-10 Yaesu, Chuo-Ku
Tokyo 104-0028 Japan

Chi Mei Optoelectronics USA, Inc.
fka International Display Technology USA Inc.
101 Metro Drive, Suite 510
San Jose, California
USA

Chunghwa Picture Tubes, Ltd.
1127 Hopin Rd.
Padeh City, Taoyuan
Taiwan

HannStar Display Corporation
480, Rueiguang Road
12th Floor, Neihu Chiu
Taipei 114, Taiwan,

ELIZABETH THE SECOND, by the Grace of God, of the United Kingdom, Canada and Her other Realms and Territories, Queen, Head of the Commonwealth, Defender of the Faith.

To the defendant(s):

TAKE NOTICE that this action has been commenced against you by the plaintiff(s) for the claim(s) set out in this writ.

IF YOU INTEND TO DEFEND this action, or if you have a set off or counterclaim that you wish to have taken into account at the trial, YOU MUST

(a) GIVE NOTICE of your intention by filing a form entitled "Appearance" in the above registry of this court, at the address shown below, within the Time for Appearance provided for below and YOU MUST ALSO DELIVER a copy of the Appearance to the plaintiff's address for delivery, which is set out in this writ, and

(b) if a statement of claim is provided with this writ of summons or is later served on or delivered to you, FILE a Statement of Defence in the above registry of this court within the Time

for Defence provided for below and DELIVER a copy of the Statement of Defence to the plaintiff's address for delivery.

YOU OR YOUR SOLICITOR may file the Appearance and the Statement of Defence. You may obtain a form of Appearance at the registry.

JUDGMENT MAY BE TAKEN AGAINST YOU IF

- (a) YOU FAIL to file the Appearance within the Time for Appearance provided for below, or
- (b) YOU FAIL to file the Statement of Defence within the Time for Defence provided for below.

TIME FOR APPEARANCE

If this writ is served on a person in British Columbia, the time for appearance by that person is 7 days from the service (not including the day of service).

If this writ is served on a person outside British Columbia, the time for appearance by that person after service is 21 days in the case of a person residing anywhere within Canada, 28 days in the case of a person residing in the United States of America, and 42 days in the case of a person residing elsewhere.

[or if the time for appearance has been set by order of the court, within that time]

TIME FOR DEFENCE

A Statement of Defence must be filed and delivered to the plaintiff within 14 days after the later of:

- (a) the time that the Statement of Claim is served on you (whether with this writ of summons or otherwise) or is delivered to you in accordance with the Rules of Court, and
- (b) the end of the Time for Appearance provided for above.

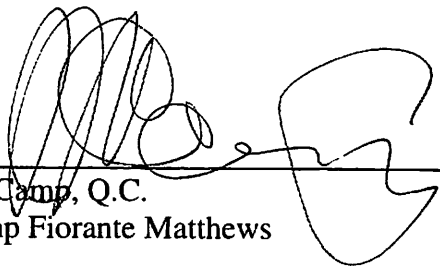
[or, if the time for defence has been set by order of the court, within that time.]

<p>(1) The address of the registry is:</p> <p style="text-align: center;">800 Smithe Street, Vancouver, BC, V6Z 2E1</p>
<p>(2) The plaintiff's address for delivery is:</p> <p style="text-align: center;">Camp Fiorante Matthews 4th Floor, 555 West Georgia Street Vancouver, BC V6B 1Z6 <u>400 – 856 Homer Street</u> <u>Vancouver, BC V6B 2W5</u></p>
<p>(3) The name and office address of the plaintiff's solicitor is:</p> <p style="text-align: center;">J.J. Camp, Q.C. Camp Fiorante Matthews 4th Floor, 555 West Georgia Street Vancouver, BC V6B 1Z6 <u>400 – 856 Homer Street</u></p>

Vancouver, BC V6B 2W5

The plaintiff's claim is set out in the attached Statement of Claim.

Dated: March 6, 2007



J.J. Camp, Q.C.
Camp Fiorante Matthews

Endorsement on Originating Process for Service Outside British Columbia

The plaintiff claims the right to serve this Writ of Summons on defendants residing outside British Columbia on the ground that there is a real and substantial connection between British Columbia and the facts on which this proceeding is based including the following:

- (a) the claim concerns restitutionary obligations that, to a substantial extent, arose in British Columbia pursuant to section 10(f) of the *Court Jurisdiction and Proceedings Transfer Act*, RSBC 1996;
- (b) the claim concerns a tort committed in British Columbia pursuant to section 10(g) of the *Court Jurisdiction and Proceedings Transfer Act*; and
- (c) the claim concerns a business carried on in British Columbia pursuant to section 10(h) of the *Court Jurisdiction and Proceedings Transfer Act*.

In the Supreme Court of British Columbia

Between:

Kristopher Gruber

Plaintiff

and:

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

Defendants

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

FURTHER THIRD AMENDED STATEMENT OF CLAIM

THE REPRESENTATIVE PLAINTIFF

1. The plaintiff Kristopher Gruber is a resident of British Columbia. During the Class Period as defined below, Kristopher Gruber purchased a Sony digital camera with a thin

film transistor liquid crystal display (“LCD”) screen from Futureshop in Vancouver and a notebook computer with an LCD screen directly from DELL.

THE CLASS AND THE CLASS PERIOD

2. This action is brought on behalf of the plaintiff and all persons resident in British Columbia who purchased LCD or products which contained LCD (collectively the “Class Members”) from January 1, 1998 through the present (the “Class Period”) or such other class definition or class period as the court may ultimately decide on the motion for certification.

3. LCD is defined as large panel LCD that are 10 inches or larger, measured diagonally.

LCD

3.4. LCD is a thin, flat display device made up of numbers of pixels arrayed in front of a light source or reflector. LCD uses smaller amounts of electric power than cathode ray tube display, and is therefore suitable for use in battery-powered electronic devices.

4.5. LCD products are used as screens in televisions, and computer monitors (both desktop and notebook). ~~mobile phones, personal digital assistants, digital cameras and other devices.~~

THE DEFENDANTS

5.6. The Defendant LG Display Co., Ltd. *fka* LG Philips LCD Co., Ltd. is a Korean entity with its principal place of business located at 20 Yoido-dong, Youngdungpo-gu, Seoul 150-721, Republic of Korea. LG Display Co., Ltd. *fka* LG Philips LCD Co., Ltd. is a joint venture created in 1999 by Philips Electronics NV and LG LCD and maintains offices in San Jose, California. During the Class Period, LG Display Co., Ltd. *fka* LG Philips LCD Co., Ltd. manufactured, sold and distributed LCD and/or products which contained LCD to customers throughout Canada including British Columbia.

6.7. The Defendant LG Display America, Inc. *fka* LG Philips LCD America, Inc. is an entity organized under the laws of California with its principal place of business located at 150 East Brokaw Road, San Jose, CA 95112. During the Class Period, LG Philips LCD America,

Inc. manufactured, sold and distributed LCD and/or products which contained LCD to customers throughout Canada including British Columbia.

~~7~~.8. _____ The business of each of LG Display Co., Ltd. *aka* LG Philips LCD Co., Ltd. and LG Display America, Inc. *aka* LG Philips LCD America, Inc. is inextricably interwoven with that of the other and each is the agent of the other for the purposes of the sale and distribution of LCD and/or products which contained LCD in British Columbia and Canada and for the purposes of the conspiracy described hereinafter.

~~8~~.9. _____ The Defendant Samsung Electronics Co. Ltd. is a business entity organized under the laws of South Korea, with its principal place of business at Samsung Main Building 250-2ga, Taepyung-ro Chung-gu, Seoul, Korea. During the Class Period, Defendant Samsung Electronics Co. Ltd. manufactured, sold and distributed LCD and/or products which contained LCD to customers throughout Canada including British Columbia.

~~9~~.10. _____ The Defendant Samsung Electronics Canada Inc. is a subsidiary of Samsung Electronics Co. Ltd with its principal place of business at 55 Standish Court, Mississauga, Ontario L5R 4B2. During the Class Period, Samsung Electronics Canada Inc. sold and distributed LCD and/or products which contained LCD to customers throughout Canada.

~~10~~.11. _____ The business of each of Samsung Electronics Co. Ltd. and Samsung Electronics Canada Inc. is inextricably interwoven with that of the other and each is the agent of the other for the purposes of the sale and distribution of LCD and/or products which contained LCD in British Columbia and Canada and for the purposes of the conspiracy described hereinafter.

~~15~~.12. _____ The Defendant Hitachi Ltd. is a business entity organized under the laws of Japan, with its principle place of business at 6-1 Marunouchi Center Building 13F, Chiyoda-ku, Tokyo, 100-8220, Japan. During the Class Period, Hitachi Ltd. manufactured, sold and distributed LCD and/or products which contained LCD to customers throughout Canada including British Columbia.

~~16~~.13. _____ The Defendant Hitachi Canada, Ltd. is a subsidiary of Defendant Hitachi Ltd. with its principal place of business at 2495 Meadowpine Boulevard, Mississauga, Ontario L5N 6C3. During the Class Period, Hitachi Canada, Ltd. manufactured, sold and distributed LCD

and/or products which contained LCD to customers throughout Canada including British Columbia.

~~17~~.14. _____ The Defendant Hitachi America Ltd. is a subsidiary of defendant Hitachi Ltd. Hitachi America Ltd. is a business entity organized under the laws of New York, with its principal place of business at 50 Prospect Avenue, Tarrytown, New York, 10591. During the Class Period, Hitachi America Ltd. manufactured, sold and distributed LCD and/or products which contained LCD to customers throughout Canada including British Columbia.

~~18~~.15. _____ The Defendant Hitachi Displays, Ltd. is a business entity organized under the laws of Japan, with its principal place of business located at AKS Bldg. 5F, 6-2 Kanda Neribeicho 3, Chiyoda-ku, Tokyo, 101-0022, Japan. During the Class Period, Hitachi Displays, Ltd. manufactured, sold and distributed LCD and/or products which contained LCD to customers throughout Canada including British Columbia.

~~19~~.16. _____ The Defendant Hitachi Electronics Devices (USA), Inc. is a wholly owned and controlled subsidiary of Hitachi Ltd., and is a business entity with its principal place of business located at 575 Mauldin Road, Greenville, South Carolina 29607. During the Class Period, Hitachi Electronic Devices (USA), Inc. manufactured, sold and distributed LCD and/or products which contained LCD to customers throughout Canada including British Columbia.

~~20~~.17. _____ The business of each of Hitachi Ltd., Hitachi Canada, Ltd., Hitachi America, Ltd. Hitachi Displays, Ltd. and Hitachi Electronics Devices (USA), Inc. is inextricably interwoven with that of the other and each is the agent of the other for the purposes of the sale and distribution of LCD and/or products which contained LCD in British Columbia and Canada and for the purposes of the conspiracy described hereinafter.

~~21~~.18. _____ The Defendant Epson Imaging Devices Corporation fka Sanyo Epson Imaging Devices Corporation ("Epson Imaging Devices") is a joint venture of Seiko Epson Corporation and Sanyo Electric Co., Ltd. Epson Imaging Devices' principal place of business is located at World Trade Center Building 15F, 2-4-1 Hamanatsu-cho, Minato-ku, Tokyo, Japan. During the Class Period, Epson Imaging Devices manufactured, sold and

distributed LCD and/or products which contained LCD products to customers throughout Canada including British Columbia.

22:19. The Defendant Sharp Corporation is a business entity organized under the laws of Japan, with its principal place of business at 22-22 Nagaike-cho, Abeno-ku, Osaka 545-8522, Japan. During the Class Period, Sharp Corporation sold and distributed LCD and/or products which contained LCD to customers throughout Canada including British Columbia.

23:20. The Defendant Sharp Electronics of Canada Ltd. is a subsidiary of Sharp Corporation with its principal place of business at 335 Britannia Road East, Mississauga, Ontario L4Z 1W9. During the Class Period, Sharp Electronics of Canada Ltd. sold and distributed LCD and/or products which contained LCD to customers throughout Canada including British Columbia.

24:21. The Defendant Sharp Electronics Corporation is a subsidiary of Sharp Corporation, with its principal place of business at Sharp Plaza, Mahwah, New Jersey, 07430. During the Class Period, Sharp Electronics Corporation sold and distributed LCD and/or products which contained LCD to customers throughout Canada including British Columbia.

25:22. The business of each of Sharp Corporation, Sharp Electronics of Canada Ltd. and Sharp Electronics Corporation is inextricably interwoven with that of the other and each is the agent of the other for the purposes of the sale and distribution of LCD and/or products which contained LCD in British Columbia and Canada and for the purposes of the conspiracy described hereinafter.

26:23. The Defendant Toshiba Corporation is a business entity organized under the laws of Japan, with its principal place of business at 1-1, Shibaura 1-chome, Minato-ku, Tokyo 105-8001, Japan. During the Class Period, Defendant Toshiba Corporation manufactured, sold and distributed LCD and/or products which contained LCD to customers throughout Canada including British Columbia.

27:24. The Defendant Toshiba of Canada Limited is a subsidiary of Toshiba Corporation with its principal place of business at 191 McNabb Street, Markham, Ontario L3R 8H2. During the Class Period, Defendant Toshiba of Canada Limited manufactured, sold

and distributed LCD and/or products which contained LCD to customers throughout Canada including British Columbia.

~~28~~.25. _____ The Defendant Toshiba America Inc. is a subsidiary of Toshiba Corporation with its principal place of business at 1251 Avenue of the Americas, Suite 4110 New York, NY 10020. During the Class Period, Defendant Toshiba America Corporation manufactured, sold and distributed LCD and/or products which contained LCD to customers throughout Canada including British Columbia.

~~29~~.26. _____ The Defendant Toshiba Matsushita Display Technology Co., Ltd. is a business entity organized under the laws of Japan with its principal place of business located at Rivage Shinagawa, 1-8, Konan 4-chome, Minato-ku, Tokyo 108-0075, Japan. During the Class Period, Toshiba Matsushita Display Technology Co. manufactured, sold and distributed LCD and/or products which contained LCD to customers throughout Canada including British Columbia.

~~30~~.27. _____ The business of each of Toshiba Corporation, Toshiba of Canada Limited, Toshiba America Inc. and Toshiba Matsushita Display Technology Co., Ltd. is inextricably interwoven with that of the other and each is the agent of the other for the purposes of the sale and distribution of LCD and/or products which contained LCD in British Columbia and Canada and for the purposes of the conspiracy described hereinafter.

~~31~~.28. _____ The Defendant, AU Optronics Corp. is a business entity and has its corporate headquarters at No. 1, Li-Hsin Rd. 2, Hsinchu Science Park, Hsinchu 30078, Taiwan. During the Class Period, AU Optronics Corp. manufactured, sold and distributed LCD and/or products which contained LCD to customers throughout Canada including British Columbia.

~~32~~.29. _____ The Defendant, AU Optronics Corporation America is a wholly owned and controlled subsidiary of the Defendant Au Optronics Corp. and has its corporate headquarters at 9720 Cypresswood Drive, Suite 241, Houston, Texas. During the Class Period, AU Optronics Corporation America manufactured, sold and distributed LCD and/or products which contained LCD to customers throughout Canada including British Columbia.

~~33~~.30. _____ The business of each of AU Optronics Corp. and AU Optronics Corporation America is inextricably interwoven with that of the other and each is the agent of the other for

the purposes of the sale and distribution of LCD and/or products which contained LCD in British Columbia and Canada and for the purposes of the conspiracy described hereinafter.

~~31.~~ ~~37A.~~—The Defendant Chi Mei Corporation (“CMC”) is a Taiwanese company with its principal place of business located at No. 59-1, San Chia, Jen Te, Tainan County, Taiwan 71702. During the Class Period, CMC manufactured, sold and/or distributed LCD and/or products which contain LCD to customers throughout Canada including British Columbia, either directly or indirectly through the control of its predecessors, affiliates and /or subsidiaries, including Chi Mei Optoelectronics Corporation, Chi Mei Optoelectronics USA, Inc. and Chi Mei Optoelectronics Japan Co., Ltd.

~~32.~~ ~~37B.~~—The Defendant Nexgen Mediatech, Inc. is a Taiwanese company with its principal place of business at No. 8F, No. 150, Jianyi Rd., Chung Ho City, Taipei Hsien, Taiwan. Nexgen Mediatech, Inc. is a wholly-owned subsidiary of the Defendant CMC. During the Class Period, Nexgen Mediatech, Inc. manufactured, sold and/or distributed LCD and/or products which contain LCD to customers throughout Canada including British Columbia.

~~33.~~ ~~37C.~~—The Defendant Nexgen Mediatech USA, Inc. is a California corporation with its principal place of business at 16712 East Johnson Drive, City of Industry, California, 91745, U.S.A. Nexgen Mediatech USA, Inc. is a wholly owned and controlled subsidiary of CMC. During the Class Period, Nexgen Mediatech USA, Inc. sold and/or distributed LCD and/or products which contain LCD to customers throughout Canada including British Columbia.

34. ~~38~~—The Defendant Chi Mei Optoelectronics Corporation is a business entity and has its global headquarters at No. 3, Sec. 1, Huanshi Rd., Southern Taiwan Science Park, Sinshih Township, Tainan County, 74147 Taiwan. During the Class Period, Chi Mei Optoelectronics Corporation manufactured, sold and distributed LCD and/or products which contained LCD to customers throughout Canada including British Columbia.

35. ~~39~~—The Defendant Chi Mei Optoelectronics USA, Inc. *aka* International Display Technology USA Inc. is a wholly owned and controlled subsidiary of Chi Mei Optoelectronics Corporation and has its corporate headquarters at 101 Metro Drive Suite 510,

San Jose, California. During the Class Period, Chi Mei Optoelectronics USA, Inc. *fka* International Display Technology USA Inc. manufactured, sold and distributed LCD and/or products which contained LCD products to customers throughout Canada including British Columbia.

3539A.——The Defendant Chi Mei Optoelectronics Japan Co., Ltd. *fka* International Display Technology Co., Ltd. is an entity organized under the laws of Japan with its principal place of business located at Nansei Yaesu Bldg. 3F, 2-2-10 Yaesu, Chuo-Ku, Tokyo 104-0028, Japan. The Defendant Chi Mei Optoelectronics Japan Co., Ltd. *fka* International Display Technology Co., Ltd. is a subsidiary of Defendant Chi Mei Optoelectronics Corporation. During the Class Period, the Defendant Chi Mei Optoelectronics Japan Co., Ltd. *fka* International Display Technology Co., Ltd. manufactured, sold and distributed LCD and/or products which contained LCD to customers throughout Canada including British Columbia.

36. 40——The business of each of CMC, Nexgen Mediatech, Inc., Nexgen Mediatech USA, Inc., Chi Mei Optoelectronics Corporation, Chi Mei Optoelectronics Japan Co., Ltd. *fka* International Display Technology Co., Ltd., and Chi Mei Optoelectronics U.S.A., Inc. is inextricably interwoven with that of the other and each is the agent of the other for the purposes of the sale and distribution of LCD and/or products which contained LCD in British Columbia and Canada and for the purposes of the conspiracy described hereinafter.

37. 41——The Defendant Chunghwa Picture Tubes, Ltd. is a business entity and has its global headquarters at 1127 Hopin Rd., Padeh City, Taoyuan, Taiwan. During the Class Period, Chunghwa Picture Tubes, Ltd. manufactured, sold and distributed LCD and/or products which contained LCD products to customers throughout Canada including British Columbia.

38. 42——The Defendant HannStar Display Corporation is a business entity and has its headquarters at No. 480, Rueiguang Road, 12th Floor, Neihu Chiu, Taipei 114, Taiwan. During the Class Period, HannStar Display Corporation manufactured, sold and distributed LCD and/or products which contained LCD to customers throughout Canada including British Columbia.

THE LCD INDUSTRY

39. ~~43~~—Throughout the period of time covered by this action, defendants engaged in the business of marketing and selling LCD and/or products which contained LCD around the world including throughout Canada including British Columbia.

40. ~~44~~—The market for the manufacture and sale of LCD is conducive to the type of collusive activity alleged here. That market is oligopolistic in nature. The market for the manufacture and sale of LCD is subject to high manufacturing and technological barriers to entry. Efficient LCD fabrication plants are large and costly. LCD is also subject to technological advances, so that firms within the industry must undertake significant research and development expenses.

41. ~~45~~—Original equipment manufacturers of electronic products and devices (“OEMs”) purchase LCD from the Defendants. These electronic products and devices are then sold, directly or indirectly, to consumers.

THE CONSPIRACY AND TORTIOUS INTERFERENCE WITH ECONOMIC INTERESTS

42. ~~46~~—Senior executives and employees of the defendants, acting in their capacities as agents for the defendants, conspired with each other to illegally fix the prices of LCD sold in Canada including in British Columbia and supplied to OEMs for inclusion in products sold in Canada including in British Columbia. In furtherance of the conspiracy, such persons engaged in communications, conversations and attended meetings with each other in which these persons unlawfully agreed to:

- (a) fix, increase and maintain at artificially high levels the prices at which the defendants would sell LCD and/or products which contained LCD in Canada including in British Columbia and to OEMS for inclusion in products sold in Canada including in British Columbia;
- (b) exchanging information in order to monitor and enforce adherence to the agreed-upon prices for LCD and/or products which contained LCD; and
- (c) allocate the market share or to set specific volumes of LCD and/or products which contained LCD that each defendant would supply in Canada including in British Columbia and elsewhere.

43. 47—The Canadian subsidiaries of the foreign defendants participated in and furthered the objectives of the conspiracy knowingly modifying their competitive behaviour in accordance with instructions received from their respective parent companies and thereby acted as agents in carrying out the conspiracy and are liable for such acts.

44. 48—During the Class Period, at times and places some of which are unknown to the plaintiff, the defendants wrongfully, unlawfully, maliciously and lacking *bona fides* conspired and agreed together, the one with the other or others of them and with their servants and agents :

- (a) to suppress and eliminate competition in the sale of LCD and/or products which contained LCD in British Columbia, Canada, the United States and elsewhere, by fixing the price of LCD and/or products which contained LCD at artificially high levels and allocating the market share and volume of LCD and/or products which contained LCD;
- (b) to prevent or lessen, unduly, competition in the manufacture, sale and distribution of LCD and/or products which contained LCD in British Columbia, Canada, the United States and elsewhere by reducing the supply of LCD and/or products which contained LCD;
- (c) to allocate among themselves the customers for LCD and/or products which contained LCD in British Columbia, Canada, the United States and elsewhere;
- (d) to allocate among themselves and others market shares of LCD and/or products which contained LCD in British Columbia, Canada, the United States and elsewhere;
- (e) to allocate among themselves and others all or part of certain contracts to supply LCD and/or products which contained LCD in British Columbia, Canada, the United States and elsewhere;
- (f) to refrain from submitting truly competitive bids for LCD and/or products which contained LCD in British Columbia, Canada, the United States and elsewhere; and
- (g) to submit collusive, non-competitive and rigged bids for LCD and/or products which contained LCD in British Columbia, Canada, the United States and elsewhere.

45. 49—The defendants were motivated to conspire and their predominant purposes and predominant concerns were:

- (a) to harm the plaintiff and other Class Members by requiring them to pay artificially high prices for LCD and for products containing LCD; and
- (b) to illegally increase their profits on the sale of LCD and/or products which contained LCD.

46. ~~50~~—In furtherance of the conspiracy, during the Class Period, the following acts were done by the defendants, their servants and agents :

- (a) they agreed to fix, increase and maintain at artificially high levels the price of LCD and/or products which contained LCD and to coordinate price increases for the sale of LCD and/or products which contained LCD;
- (b) they agreed to allocate the volumes of sales of, and customers and markets for LCD and/or products which contained LCD among themselves;
- (c) they agreed to reduce the supply of LCD and/or products which contained LCD;
- (d) they met secretly to discuss prices and volumes of sales of LCD and/or products which contained LCD;
- (e) they exchanged information regarding the prices and volumes of sales of LCD and/or products which contained LCD for the purposes of monitoring and enforcing adherence to the agreed-upon prices, volumes of sales and markets;
- (f) they instructed members of the conspiracy at meetings not to divulge the existence of the conspiracy; and
- (g) they disciplined any corporation which failed to comply with the conspiracy.

47. ~~51~~—The acts particularized in paragraphs ~~46 to 50~~ 42 to 46 were in breach of Part VI of the *Competition Act* RS 1985 c. C-34 and render the defendants liable to pay the damages which resulted pursuant to s. 36 of the *Competition Act*. Further, or alternatively, the Canadian subsidiaries of the foreign defendants are liable to the plaintiff and the other class members pursuant to s. 36 of the *Competition Act* for acts in contravention of s.46(1) of the *Competition Act*.

48. ~~52~~—Further, or alternatively, the acts particularized in paragraphs ~~46 to 50~~ 42 to 46 were unlawful acts directed towards the plaintiff and other purchasers of LCD or products containing LCD in British Columbia and in Canada which unlawful acts the defendants knew in the circumstances would likely cause injury to the plaintiff and the other purchasers of LCD or products containing LCD, and the defendants are liable for the tort of civil conspiracy.

49. §3—Further, or alternatively, the acts particularized in paragraphs ~~46 to 50~~ 42 to 46 were unlawful acts intended to cause the plaintiff and the other Class Members economic loss and constituted tortious interference with the economic interests of the plaintiff and the other Class Members and render the defendants liable to pay the resulting damages.

50. §4—The acts alleged in this claim to have been done by each corporate defendant were authorized, ordered and done by each corporate defendant's officers, directors, agents, employees or representatives while engaged in the management, direction, control or transaction of its business affairs.

UNJUST ENRICHMENT, WAIVER OF TORT AND CONSTRUCTIVE TRUST

51. §5—In the alternative, the plaintiff waives the tort and pleads that it and the other Class Members are entitled to recover under restitutionary principles.

52. §6—The defendants have each been unjustly enriched by the receipt of the artificially induced overcharge on the sale of LCD and/or products which contained LCD. The plaintiff and other Class Members have suffered a deprivation in the amount of such overcharge attributable to the sale of LCD and products containing LCD in British Columbia.

53. §7—Since the artificially induced overcharge received by the defendants from the plaintiff and each Class Member resulted from the defendants' wrongful or unlawful acts, there is and can be no juridical reason justifying the defendants' retaining any part of such overcharge and in particular, any contracts upon which the defendants purport to rely to receive the illegal overcharge are void and illegal.

54. §8—The defendants are constituted as constructive trustees in favour of the Class Members for all of the artificially induced overcharge from the sale of LCD and/or products which contained LCD because, among other reasons:

- (a) the defendants were unjustly enriched by the artificially induced overcharge;
- (b) the Class Members suffered a deprivation because of the artificially induced overcharge;

- (c) the defendants engaged in inappropriate conduct and committed a wrongful act in conspiring to fix the price of LCD and/or products which contained LCD and allocate market share and volume of LCD and/or products which contained LCD;
- (d) the artificially induced overcharge was acquired in such circumstances that the defendants may not in good conscience retain it;
- (e) justice and good conscience require the imposition of a constructive trust;
- (f) the integrity of the marketplace would be undermined if the court did not impose a constructive trust; and
- (g) there are no factors that would, in respect of the artificially induced overcharge, render the imposition of a constructive trust unjust.

55. 59—The plaintiff pleads that equity and good conscience requires the defendants to hold in trust for the plaintiff and the other Class Members all of the artificially induced overcharge from the sale of LCD and/or products which contained LCD and to disgorge this overcharge to the plaintiff and the other Class Members.

**THE RESULTING DAMAGES OF THE PLAINTIFF
AND THE OTHER CLASS MEMBERS**

56. 60—The plaintiff and other Class Members have suffered damages as a result of the foregoing conspiracy, which had the effect of raising, maintaining and stabilizing prices of LCD and products containing LCD at artificial and non-competitive levels.

57. 61—During the Class Period, the plaintiff and other Class Members have directly or indirectly purchased millions of dollars of LCD and products containing LCD manufactured and distributed by the defendants. By reason of the alleged violations of the *Competition Act* and the common law, the plaintiff and the other Class Members paid more for LCD or products containing LCD than they would have paid in the absence of the illegal combination and conspiracy. As a result, they have been injured in their business and property and have suffered damages in an amount presently undetermined.

58. 62—The plaintiff asserts that the combined damages of itself and of the other Class Members are capable of being quantified on an aggregate basis as the difference between the prices actually obtained by the defendants for LCD and/or products which contained LCD and the prices which would have been obtained in the absence of the illegal agreements.

PUNITIVE DAMAGES

59. ~~63~~—The plaintiff pleads that the defendants' conduct as particularized in paragraphs ~~46 to 50~~ 42 to 46 was high-handed, outrageous, reckless, wanton, entirely without care, deliberate, callous, disgraceful, wilful, in contumelious disregard of the plaintiff's rights and the rights of each Class Member, indifferent to the consequences and as such renders the defendants liable to pay punitive damages.

THE RELEVANT STATUTES

60. ~~64~~—The plaintiff pleads and relies upon the *Class Proceedings Act*, R.S.B.C., 1996 c. 50, and the *Competition Act*, R.S. 1985, c. 19, (2nd Supp.) and all amendments thereto.

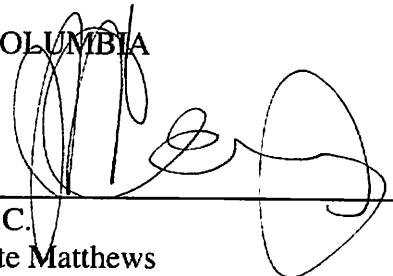
WHEREFORE the plaintiff, on its own behalf, and on behalf of the Class Members, claims against the defendants:

- (a) an order certifying this action as a class proceeding and appointing the plaintiff as representative plaintiff;
- (b) general damages for conspiracy, tortious interference with economic interests, and conduct that is contrary to Part VI of the *Competition Act*, R.S. 1985, c. 19 (2nd Suppl.);
- (c) a declaration that the defendants have been unjustly enriched at the expense of the plaintiff and the other Class Members by their receipt of the illegal overcharge;
- (d) a declaration that the defendants hold the illegal overcharge in a constructive trust for the benefit of the plaintiff and the other Class Members;
- (e) an order directing the defendants to disgorge their illegal overcharge;
- (f) punitive damages;
- (g) investigation costs pursuant to the *Competition Act*;
- (h) prejudgment interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 78, s. 128; and

- (i) such further and other relief as to this Honourable Court may seem just.

DATED at Vancouver, British Columbia this 6th day of March, 2007.

PLACE OF TRIAL: VANCOUVER, BRITISH COLUMBIA



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Camp Fiorante Matthews
Counsel for the Plaintiff