



No. S097394  
Vancouver Registry

in the Supreme Court of British Columbia

Between:

**Curtis Saunders and David Dagg**

Plaintiffs

and:

**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 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., Tatung Company, Tatung Company of America, Inc., Tatung Co. of Canada Inc., 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**

Defendants

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

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**ORDER MADE AFTER APPLICATION  
PHILIPS SETTLEMENT APPROVAL**

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BEFORE THE HONOURABLE MR. JUSTICE  
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JUL 16 2018

ON THE APPLICATION of plaintiffs without a hearing and on reading the materials filed by Jen Winstanley for the plaintiffs;

THIS COURT ORDERS that:

1. In addition to the definitions used elsewhere in this Order, for the purposes of this Order, the definitions set out in the Philips Settlement Agreement dated January 23, 2018 (the "Settlement Agreement") attached as Schedule "A" apply to and are incorporated into this Order.
2. In the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. The BC Action is certified as a class proceeding as against the Settling Defendant for settlement purposes only.
4. The BC Settlement Class is certified as follows:

All Persons in British Columbia who purchased CRT Products in Canada during the Class Period, except the Excluded Persons
5. Curtis Saunders and David Dagg are appointed as the representative plaintiffs for the BC Settlement Class.
6. The following issue is common to BC Settlement Class Members:

Did the Settling Defendant 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?
7. The Settlement Agreement is fair, reasonable and in the best interests of the BC Settlement Class.
8. The Settlement Agreement is hereby approved pursuant to section 35 of the *Class Proceedings Act*, R.S.B.C. 1996, c. 50 and shall be implemented and enforced in accordance with its terms.
9. This Order, including the Settlement Agreement, is binding upon each BC Settlement Class Member including those Persons who are minors or mentally incapable and the requirements of Rule 20-2 of the *British Columbia Supreme Court Civil Rules* are dispensed with in respect of the BC Action.
10. Upon the Effective Date, each BC Settlement Class Member shall consent and shall be deemed to have consented to the dismissal as against the Releasees of any Other Actions he, she or it has commenced, without costs and with prejudice.
11. Upon the Effective Date, each Other Action commenced in British Columbia by any BC Settlement Class Member shall be and is hereby dismissed against the Releasees, without costs and with prejudice.

12. Upon the Effective Date, subject to paragraph 14, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.

13. Upon the Effective Date, each Releasor shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any proceeding, cause of action, claim or demand against any Releasee or any other Person who may claim contribution or indemnity, or other claims over relief, from any Releasee, whether pursuant to the *Negligence Act*, R.S.B.C. 1996, c. 333 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, or, if the Proceedings are not certified or authorized with respect to the Non-Settling Defendants, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendant or named or unnamed co-conspirator that is not a Releasee.

14. The use of the terms "Releasors" and "Released Claims" in this Order does not constitute a release of claims by BC Settlement Class Members.

15. Upon the Effective Date, each BC Settlement Class Member covenants and undertakes not to make any claim in any way nor to threaten, commence, participate in or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims.

16. 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.

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

- (b) the BC Plaintiffs and the BC Settlement Class Members shall limit their claims against the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to include 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 BC Plaintiffs and the BC Settlement Class Members, if any, and, for greater certainty, the 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) this Court shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the BC Action, whether or not the Releasees remain in the BC Action or appear at the trial or other disposition, and the Proportionate Liability of the Releasees shall be determined as if the Releasees are parties to the BC Action and any determination by this Court in respect of the Proportionate Liability of the Releasees shall only apply in the BC Action and shall not be binding on the Releasees in any other proceeding.

18. Nothing in this Order is intended to or shall limit, restrict or affect any arguments which the Non-Settling Defendants may make regarding the reduction of any assessment of damages, restitutionary award, disgorgement of profits or judgment against them in favour of the BC Settlement Class Members in the BC Action or the rights of the BC Plaintiffs and the BC Settlement Class Members to oppose or resist such arguments, except as provided for in this Order.

19. A Non-Settling Defendant may, on application to this Court determined as if the Settling Defendant and the other Philips Defendants remained parties to the BC Action and on at least twenty (20) days' notice to Counsel for the Settling Defendant, and not to be brought unless and until the BC Action against the Non-Settling Defendants has been certified and all appeals or times to appeal have been exhausted, seek orders for the following:

- (a) documentary discovery and an affidavit of documents from the Settling Defendant or the other Philips Defendants in accordance with the *British Columbia Supreme Court Civil Rules*;
- (b) oral discovery of a representative of the Settling Defendant or the other Philips Defendants, the transcript of which may be read in at trial;

- (c) leave to serve a request to admit on the Settling Defendant or the other Philips Defendants in respect of factual matters; and/or
- (d) the production of a representative of the Settling Defendant or the other Philips Defendants to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.

20. The Settling Defendant and the other Philips Defendants retain all rights to oppose such applications(s) brought under paragraph 19. Moreover, nothing herein restricts the Settling Defendant and the other Philips 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 paragraph 19. Notwithstanding any provision in this Order, on any application brought pursuant to paragraph 19, the Court may make such orders as to costs and other terms as it considers appropriate.

21. A Non-Settling Defendant may effect service of the application(s) referred to in paragraph 19 above by service on Counsel for the Settling Defendant.

22. For purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Settling Defendant and the other Philips Defendants shall 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.

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

24. 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.

25. 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.

26. After the Effective Date, subject to the approval of the BC 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.

27. The approval of the Settlement Agreement is contingent upon approval by the Ontario Court and the Quebec Court, and the terms of this Order shall not be effective unless and until the Settlement Agreement is approved by the Ontario Court and the Quebec Court, the Ontario Action has been dismissed with prejudice and without costs as against the Settling Defendant and Releasees named as Defendants by the Ontario Court and the Quebec Action has been declared settled without costs and without reservation as against the Settling Defendant and the other Releasees named as Defendants by the Quebec Court. If such orders are not secured in Quebec and Ontario, 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.

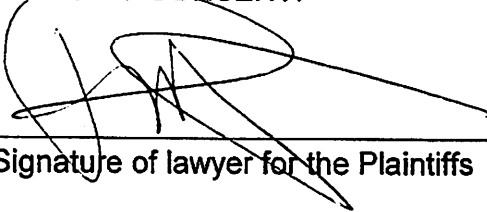
28. This Order shall be declared null and void on subsequent motion made on notice in the event that the Settlement Agreement is terminated in accordance with its terms.

29. This action be and is hereby dismissed against the Settling Defendant and the Releasees named as Defendants, without costs and with prejudice.

30. Paragraphs 3 to 6 of this Order, including the certification of the BC Action as against the Settling Defendants for settlement purposes and definition of the BC Settlement Class and the Common Issue, and any reasons given by the Court in connection with the approval of the Settlement Agreement (except any reasons given in connection with paragraphs 15-20 of this Order), are without prejudice to the rights and defences of the Non-Settling Defendants in connection with the ongoing BC 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 BC Action as against the Non-Settling Defendants.

31. Endorsement of this Order by the Non-Settling Defendants is dispensed with.

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



\_\_\_\_\_  
Signature of lawyer for the Plaintiffs

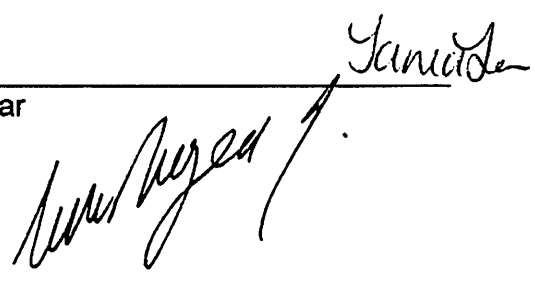
Reidar Mogerman



\_\_\_\_\_  
Signature of lawyer for the Settling Defendant

Christopher Naudie

By the Court



\_\_\_\_\_  
Registrar

No. S097394  
Vancouver Registry

In the Supreme Court of British Columbia

Between:

**Curtis Saunders and David Dagg**

Plaintiffs

and:

**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 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., Tatung Company, Tatung Company of America, Inc., Tatung Co. of Canada Inc., 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**

Defendants

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

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**ORDER MADE AFTER APPLICATION**

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via Mike Bike



# SCHEDULE "A"

**PUBLIC VERSION**

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

Made as of January 23, 2018

Between

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

- and -

**PHILIPS NORTH AMERICA LLC**  
(formerly known as Philips Electronics North America Corporation)  
(the "Settling Defendant")

**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 Philips 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 Non-Settling Defendants and the Philips Defendants sought leave to appeal the certification of the Ontario Action, and whereas the Ontario Court granted to leave to appeal on July 24, 2017 with respect to the question of whether the certified class should include persons in Canada who directly or indirectly purchased CRTs from a non-Defendant manufacturer;

E. WHEREAS the Philips Defendants have delivered their factum in support of their appeal, but no hearing date has been scheduled;

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

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

H. WHEREAS the Settling Defendant and the other Philips 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;

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

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

K. WHEREAS as an integral part of these settlement discussions and negotiations, the Plaintiffs have recognized the value of the Settling Defendant reaching a resolution prior to discovery, and the Settling Defendant and the Plaintiffs have agreed that the Settling Defendant is entitled to certain Future Settlement Protection in the event that the Plaintiffs enter into a more favourable settlement with another Non-Settling Defendant after October 23, 2017;

L. WHEREAS as part of these settlement discussions and negotiations, the Settling Defendant has agreed to pay the amount of costs of CAD \$166,000 arising from the contested certification motion pursuant to the costs Order of the Ontario Court dated October 25, 2016, even though the Settling Defendant and the other Philips Defendants are continuing to appeal class certification, on the understanding that the settlement contemplated by this Settlement Agreement is otherwise an all-inclusive settlement covering all claims of the Plaintiffs, including interest and costs.

M. WHEREAS the Settling Defendant does 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;

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

O. 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;

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

Q. 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 (including without limitation the rights of the Philips Defendants in respect of their pending appeal in respect of class certification) in the event that this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason;

R. 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 Defendant and the other Philips Defendants only, and the Quebec Action be declared settled out of court without reservation and with prejudice as against the Settling Defendant and the other Philips Defendants, all without costs as to the Plaintiffs, the classes they represent and seek to represent, the Settling Defendant or the other Philips 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) *Canadian Schedule I Bank* means a bank listed in Schedule I of the *Bank Act*, SC 1991, c.46.
- (6) *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.
- (7) *Class Counsel* means Ontario Counsel, Quebec Counsel and BC Counsel.
- (8) *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.

- (9) **Class Period** means March 1, 1995 to November 25, 2007.
- (10) **Common Issue** in each Proceeding means: Did the Settling Defendant conspire to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, CRT directly or indirectly in Canada during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?
- (11) **Counsel for the Settling Defendant** means Osler Hoskin & Harcourt LLP.
- (12) **Courts** means the Ontario Court, the Quebec Court and the BC Court.
- (13) **CRT** means cathode ray tubes, including colour picture tubes (CPT) and colour display tubes (CDT).
- (14) **CRT Products** mean CRT and products containing CRT.
- (15) **Date of Execution** means the date on the cover page as of which the Parties have executed this Settlement Agreement.
- (16) **Defendants** means the entities currently or previously 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, without limitation, the Settling Defendant, the other Philips Defendants, the Settled Defendants and the Samsung Defendants.
- (17) **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.
- (18) **Effective Date** means the date when Final Orders have been received from all Courts approving this Settlement Agreement.
- (19) **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.

(20) **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.

(21) **Future Settlement Protection** means the protection that has been extended to the Settling Defendant in the event that the Plaintiffs enter into a settlement with a Non-Settling Defendant after October 23, 2017 on more favourable terms as set out in Confidential Schedule "G" to this Settlement Agreement.

(22) **Future Settlement Refund** means the potential refund that may be payable to the Settling Defendant under the Future Settlement Protection provisions that are set out in Confidential Schedule "G" to this Settlement Agreement.

(23) **Non-Settling Defendant** means any Defendant that is not a Settled Defendant or a Philips Defendant. For greater certainty, Non-Settling Defendant includes each of the Samsung Defendants.

(24) **Ontario Action** means the Ontario Action as defined in Schedule "A" to this Settlement Agreement.

(25) **Ontario Counsel** means Siskinds LLP.

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

(27) **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.

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

(29) **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.

(30) ***Philips Defendants*** means the Settling Defendant, Koninklijke Philips N.V. (formerly known as Koninklijke Philips Electronics N.V.), Philips Electronics Ltd., Philips Taiwan Limited (formerly known as Philips Electronics Industries (Taiwan) Ltd.) and Philips do Brasil Ltda. (formerly known as Philips da Amazonia Industria Electronica Ltda.)

(31) ***Plaintiffs*** means the Persons named as plaintiffs in the Proceedings as set out in Schedule “A” to this Settlement Agreement.

(32) ***Proceedings*** means the BC Action, the Quebec Action and the Ontario Action as defined in Schedule “A” to this Settlement Agreement.

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

(34) ***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 in Canada during the Class Period.

(35) ***Quebec Action*** means the Quebec Action as defined in Schedule “A” to this Settlement Agreement.

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

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

(38) ***Released Claims*** means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages of any kind (including compensatory, punitive or other damages) whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses (including Administration Expenses), penalties, and lawyers’ fees (including Class Counsel Fees), known or unknown, suspected or unsuspected, actual or contingent, and liquidated or unliquidated,

in law, under statute or in equity, relating in any way to any conduct anywhere, during the Class Period, in respect of the purchase, sale, supply, 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, supply, pricing, discounting, marketing or distributing of CRT Products in Canada by any Person, 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 during the Class Period. 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. For greater certainty, Released Claims include those against the Philips Defendants relating to, arising out of, or based on any ownership, agency, management or financial or other relationship between the Philips Defendants and LP Displays International, LTD or its predecessor LG Philips Displays Holding B.V., including any of their respective subsidiaries or affiliates. Nothing herein should be construed to preclude the Plaintiffs from pursuing any and all claims against the Non-Settling Defendants or alleged co-conspirators, including in respect of LP Displays International, LTD or its predecessor LG Philips Displays Holding B.V.

(39) *Releasees* means, jointly and severally, individually and collectively, the Settling Defendant, Koninklijke Philips N.V. (formerly known as Koninklijke Philips Electronics N.V.), Philips Electronics Ltd., Philips Taiwan Limited (formerly known as Philips Electronics Industries (Taiwan) Ltd.), Philips do Brasil Ltda. (formerly known as Philips da Amazonia Industria Electronica Ltda.), Philips Electronics Industries, Ltd., 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. For greater certainty, Releasees includes the Philips Defendants insofar as any of them had an interest in LG

Philips Displays Holding B.V., but does not otherwise include any Settled Defendant, any Non-Settling Defendant, LP Displays International, LTD (or its predecessor LG Philips Displays Holding B.V.) or any subsidiaries or affiliates of the foregoing.

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

(41) **Samsung Defendants** means 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. and Tianjin Samsung SDI Co., Ltd.

(42) **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.

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

(44) **Settlement Amount** means CAD \$12,396,500.

(45) **Settlement Class** means, in respect of each Proceeding, the settlement class defined in Schedule "A" to this Settlement Agreement.

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

(47) **Settling Defendant** means Philips North America LLC (formerly known as Philips Electronics North America Corporation).

(48) **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 held at a Canadian Schedule I Bank under the control of Ontario Counsel or the Claims Administrator, once appointed, for the benefit of the Settlement Class Members or the Settling Defendant, as provided for in this Settlement Agreement.

(49) **U.S. Litigation** means the class action proceedings litigated in the United States District Court for the Northern District of California, under the caption *In re Cathode Ray Tube (CRT) Antitrust Litigation*, 07-MDL-1917, and includes all actions transferred by the Judicial Panel for Multidistrict Litigation for coordination, all actions pending such transfer, and all actions that may be transferred in the future.

(50) **U.S. Protective Order** means the Stipulated Protective Order issued in the U.S. Litigation and attached hereto as Schedule "F" to 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 Defendant and the other Philips Defendants, and a declaration of settlement out of court of the Quebec Action as against the Settling Defendant and the other Philips Defendants.

### 2.2 Motions Seeking Approval of Notice

(1) At a reasonable time to be mutually agreed to by the Parties after the Settlement Agreement is executed, the Plaintiffs shall bring motions before the Courts for orders approving the notices described in Section 11.1(1)

(2) The Ontario order approving the notices described in Section 11.1(1) shall be substantially in the form attached as Schedule "B" to this Agreement. The BC and Quebec orders approving the notices described in Section 11.1(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 11.1(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 in the form attached as Schedule “C” to this Settlement Agreement, except that paragraphs 5, 6, 21, 23, 25, 26 and 31 of the Ontario order need only be substantially in the form set out in Schedule “C” to this Settlement Agreement.

(3) The BC and Quebec orders certifying or authorizing the BC and Quebec Settlement Classes and approving this Settlement Agreement shall be in the form attached as Schedules “D” and “E” to this Settlement Agreement, except that paragraphs 4, 5, 20, 22, 24, 25, 29 and 30 of the BC order and paragraphs 15, 16, 17, 27, 29, 31, 35, and 36 of the Quebec order need only be substantially in the form set out in Schedule “D” or “E” to this Settlement Agreement, as applicable.

(4) The form and content of the orders approving this Settlement Agreement contemplated in this Section 2.3 shall be considered a material term of this Settlement Agreement and, subject to Sections 2.3(2) and 2.3(3), the failure of any Court to approve the orders contemplated herein shall give rise to a right of termination pursuant to Section 6 of this Settlement Agreement.

(5) 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 Defendant and the other Philips Defendants will not oppose any such request.

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

### **SECTION 3 - SETTLEMENT BENEFITS**

#### **3.1 The Settlement Amount**

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

(2) The Settling Defendant shall deposit the Settlement Amount into the Trust Account by means of wire transfer. On the Date of Execution, Ontario Counsel shall provide to Counsel for the Settling Defendant, in writing, the following information necessary to complete the wire transfers: name of Canadian Schedule I 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 any 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) Subject to the cost payment described in Recital L to this Settlement Agreement, the Settlement Amount shall be all-inclusive of all amounts, including interest and costs.

(5) Subject to the cost payment described in Recital L to this Settlement Agreement, the Settling Defendant shall have no obligation to pay any amount in addition to the Settlement Amount, for any reason, pursuant to or in furtherance of this Settlement Agreement or the Proceedings.

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

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

(8) 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 Defendant 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 6.3, to the Settling Defendant who, in such case, shall be solely responsible for the payment of all taxes on such interest not previously paid.

### **3.3 Future Settlement Refund**

(1) In the event that the Settling Defendant is entitled to a Future Settlement Refund in accordance with Confidential Schedule "G" to this Settlement Agreement, then the Plaintiffs shall pay the Future Settlement Refund in accordance with the terms set out in Confidential Schedule "G" to this Settlement Agreement.

### **3.4 Intervention in the U.S. Litigation**

(1) The Settling Defendant, the other Philips Defendants, and the other Releasees who are not Philips Defendants shall not oppose any application by or on behalf of the Plaintiffs to intervene in the U.S. Litigation in order to gain access to discovery documents and other documents and information subject to the U.S. Protective Order. However, it is understood and agreed that nothing in this Settlement Agreement shall be construed to require the Settling Defendant, the other Philips Defendants and the other Releasees who are not Philips Defendants to bring or otherwise participate in any such application in the U.S. Litigation.

## **SECTION 4 - COOPERATION**

### **4.1 Extent of Cooperation**

(1) Within thirty (30) days of the Effective Date or such other a later time as may be mutually agreed to by the Parties, subject to the other provisions of this Settlement Agreement and the terms of the U.S. Protective Order (or any order modifying same), the Settling Defendant shall provide to Class Counsel:

- (a) The available transactional sales data of the Settling Defendant and/or the other Philips Defendants, if any, related to CRT Products sold in Canada for the period of March 1, 1995 to June 30, 2001. The transactional data shall be produced in Microsoft Excel or such other format as may be agreed upon by Counsel for the Settling Defendant and Class Counsel, and shall be delivered as a separate production from the documents to be delivered pursuant to Sections 4.1(1)(b)-(d) or identified by bates number as part of the production of documents to be delivered pursuant to Section 4.1(1). Counsel for the Settling Defendant agree to be reasonably available as necessary to respond to Class Counsel's questions regarding the electronic transactional sales data produced by the Settling Defendant;
- (b) All transcripts and video recordings of all depositions or other oral testimony of the current or former employees, directors or officers of the Settling Defendant and the other Philips Defendants taken in the course of the U.S. Litigation and any pre-existing translations of such transcripts concerning the allegations raised in the Proceedings;

- (c) Any documents (as defined in Rule 30.01 of the Ontario *Rules of Civil Procedure*) produced by the Settling Defendant or the other Philips Defendants in the U.S. Litigation concerning the allegations raised in the Proceedings, including, but not limited to: (i) any translations provided to the plaintiffs in the U.S. Litigation of any documents produced in the U.S. Litigation; and (ii) any answers to written interrogatories provided by the Settling Defendant or the other Philips Defendants in the U.S. Litigation and any pre-existing translations of same. Where the documents previously produced in the U.S. Litigation contain bates stamps on their face, a field will be produced containing the corresponding bates stamps of the first page of each document; and
  - (d) As part of the production under Section 4.1, electronic copies of any pre-existing documents (as defined in Rule 30.01 of the Ontario *Rules of Civil Procedure*) provided by the Settling Defendant or the other Philips Defendants to the Canadian Competition Bureau concerning the allegations in the Proceedings and any pre-existing translations of same, excluding documents created for the purpose of being so provided. For greater certainty, the Settling Defendant and the other Philips Defendants are not required to segregate or identify any documents that were provided to the Canadian Competition Bureau, provided that such documents are included in the production under Section 4.1(1)(c).
- (2) The obligation to provide documents pursuant to Section 4.1(1) shall be a continuing obligation to the extent additional documents are identified following the initial productions pursuant to this Settlement Agreement.
- (3) Within sixty (60) days of the Effective Date, or at such later time as may be mutually agreed to by the Parties, subject to the other provisions of this Settlement Agreement, Counsel for the Settling Defendant will meet with Class Counsel in Canada, or at some other location mutually agreed to by the Parties, to provide a confidential oral evidentiary attorney proffer which will include information originating with the Settling Defendant and the other Philips Defendants relating to the allegations in the Proceedings, including, without limitation, how any alleged conspiracy was formed, implemented, and enforced. The proffer shall be limited to a total of seven (7) hours over one (1) day, plus reasonable follow-up conversations. The Parties will convene the

proffer for the purpose of facilitating this Settlement Agreement and as a term of this Settlement Agreement, as well as for the purpose of responding to actual or contemplated litigation in the form of the Proceedings, and the Parties will accordingly assert settlement privilege and litigation privilege in connection all communications and discussions relating to the proffer. However, Class Counsel may use factual information obtained from the proffer in the prosecution of the Proceedings, and rely on such factual information to certify that, to the best of their knowledge, information and belief, such factual information has evidentiary support or will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. However, absent a Court order, Class Counsel will not attribute any such factual information obtained from the proffer to the Settling Defendant or other Philips Defendants and/or Counsel for the Settling Defendants. In addition, Class Counsel will take all reasonable steps to assert and not to waive any claim of settlement privilege or litigation privilege in connection all communications and discussions relating to the proffer.

(4) Within ninety (90) days of the Effective Date, or at a time mutually agreed upon by the Parties, subject to the other provisions of this Settlement Agreement, the Settling Defendant agrees to make available up to a total of two (2) current employees of the Settling Defendant or the other Philips Defendants who have knowledge of the CRT industry and to make commercially reasonable efforts to make available up to a total of two (2) former employees of the Settling Defendant or the other Philips Defendants who have knowledge of the allegations raised in the Proceedings to provide information regarding the CRT industry and/or the allegations raised in the Proceedings in a personal interview with Class Counsel and/or experts retained by Class Counsel. The current and/or former employees shall be made available at a location in North America, to be agreed upon by the Parties. Costs incurred by, and the expenses of, the current and/or former employees in relation to such interviews and any necessary translation services shall be the responsibility of the Settling Defendant. Each interview conducted pursuant to this provision shall be limited to a total of seven (7) hours over one (1) day, plus a reasonable follow-up conversation.

(5) Subject to the rules of evidence, any court order with respect to confidentiality and the other provisions of this Settlement Agreement, the Settling Defendant and the other Philips Defendants agree to provide affidavits for use at trial or otherwise in the Proceedings for the sole purpose of authenticating any documents or information provided in accordance with this Settlement Agreement and/or any documents produced by the Defendants that were created by,

sent to, or received by the Settling Defendant or the other Philips Defendants. If a Court should determine that affidavits are inadequate for the purpose of authenticating any such documents or information, the Settling Defendant agrees to use reasonable efforts to make available for testimony at trial or otherwise in the Proceedings current and/or former representatives of the Settling Defendant and/or the other Philips Defendants, as reasonably necessary, qualified to authenticate such documents or information.

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

(7) Nothing in Section 4.1 or any other section of this Settlement Agreement shall require, or shall be construed to require, the Settling Defendant to disclose or produce any documents or information prepared by or for Counsel for the Settling Defendant, or that is not within the possession, custody or control of the Settling Defendant and/or the other Philips Defendants, or to disclose or produce any documents or information in breach of any order, regulatory directive, rule or law of this or any jurisdiction, or subject to solicitor-client privilege, litigation privilege, or any other privilege, or to disclose or produce any information or documents they obtained on a privileged or co-operative basis from any party to any action or proceeding who is not a Philips Defendant or other Releasee. The Settling Defendant is not required to create a privilege log. However, if a relevant privilege log was created in the context of the U.S. Litigation, Counsel for the Settling Defendant have created a relevant privilege log, or there is some other pre-existing document containing identifying information regarding the withheld documents, the Settling Defendant will provide Class Counsel with a copy of such log or document.

(8) If any documents protected by any privilege and/or any privacy law or other order, regulatory directive, rule or law of this or any applicable jurisdiction, including but not limited to Canada and the United States, are accidentally or inadvertently disclosed or produced, such documents shall be promptly returned to the Settling Defendant and the documents and the information contained therein shall not be disclosed or used directly or indirectly, except with the express written permission of the Settling Defendant, and the production of such documents shall in no way be construed to have waived in any manner any privilege or protection attached to such documents.

(9) The obligations of the Settling Defendant and the other Philips Defendants to cooperate as particularized in Section 4.1 shall not be affected by the release provisions contained in Section 7.1 of this Settlement Agreement. Unless this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the obligations of the Settling Defendant and the other Philips Defendants to cooperate shall cease at the date of final judgment in the Proceedings against all Defendants.

(10) In the event a material breach by the Settling Defendant and/or the other Philips Defendants of Section 4.1, Class Counsel may move before the Courts, on notice to the Settling Defendant, to enforce the terms of this Settlement Agreement and/or set aside Section 4.1(11) and allow the Plaintiffs to obtain discovery or information from the Philips Defendants as if they remained parties to the action. As part of any such motion or application, the Parties will reach mutual agreement on the implementation of reasonable confidentiality arrangements to protect the confidential terms of this Settlement Agreement.

(11) Subject to Sections 4.1(9), 4.1(10) and (12), the provisions set forth in this Section 4.1 are the exclusive means by which the Plaintiffs, Class Counsel and Settlement Class Members may obtain discovery or information or documents from the Philips Defendants. Subject to Sections 4.1(9), 4.1(10) and (12), the Plaintiffs, Class Counsel and Settlement Class Members agree that they shall not pursue any other means of discovery against, or seek to compel the evidence of, the Philips Defendants, whether in Canada or elsewhere, and whether under the rules or laws of this or any other Canadian or foreign jurisdiction.

(12) The Plaintiffs may exercise any rights they have at law or in the Proceedings as against the officers, directors and/or employees of the Settling Defendant or the other Philips Defendants put forward to participate in employee interviews and/or provide testimony at trial or otherwise pursuant to Section 4.1(4) or 4.1(5), if the current or former officer, director or employee of the Settling Defendant or the other Philips Defendants fails to cooperate in accordance with those Sections and the provisions of this Settlement Agreement.

(13) A material factor influencing the decision by the Settling Defendant to execute this Settlement Agreement is its desire to limit the burden and expense of this litigation. Accordingly, Class Counsel agree to exercise good faith in seeking cooperation from the Settling Defendant and the other Philips Defendants, and agree not to seek information that is unnecessary, cumulative or

duplicative and agree otherwise to avoid imposing undue, unreasonable or disproportionate burden or expense on them. If Class Counsel reach a settlement agreement (or settlement agreements) with all of the Non-Settling Defendants or obtain final judgment against each of them in the Proceedings, then the cooperation obligations of the Settling Defendant and the other Philips Defendants under this Section 4 shall cease, but the confidentiality and other obligations of the Plaintiff in respect of previously produced documents and information shall continue.

(14) The scope of the cooperation of the Settling Defendant and the other Philips Defendants under this Settlement Agreement shall be limited to the allegations asserted in the Proceedings as presently filed.

#### **4.2 Limits on Use of Documents**

(1) It is understood and agreed that all documents made available or provided by the Settling Defendant to Plaintiffs and Class Counsel under this Settlement Agreement, shall be used only in connection with the prosecution of the claims in the Proceedings, and shall not be used directly or indirectly for any other purpose, except to the extent that the documents are or become publicly available. Plaintiffs and Class Counsel agree they will not publicize or disclose the information or documents provided by the Settling Defendant beyond what is reasonably necessary for the prosecution of the Proceedings or as otherwise required by law, except to the extent that the documents are or become publicly available. Subject to the foregoing, Class Counsel shall take reasonable precautions to ensure and maintain the confidentiality of such documents and information, and of any work product of Class Counsel that discloses such documents and information.

(2) It is further understood and agreed that, until such time as a confidentiality order is in place in the Proceedings that applies to the documents and information provided as cooperation by the Settling Defendant, any documents provided by the Settling Defendant may be confidential and may be designated "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" by the Settling Defendant (or may have already been so designated in the U.S. Litigation). Any documents designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" will be treated in a manner consistent with the U.S. Protective Order. Once a confidentiality order(s) is issued in the Proceedings, that order(s) shall govern any documents and information received from the Settling Defendant and/or the Releasees named as Defendants. Notwithstanding the foregoing, any publicly

available documents do not have to be treated in a manner consistent with the U.S. Protective Order.

(3) In the event that a Person applies for an order requiring the Plaintiffs to disclose or produce any documents provided by the Settling Defendant as cooperation under this Settlement Agreement, Class Counsel shall notify the Settling Defendant of such application promptly upon becoming aware of it in order that the Settling Defendant may intervene to oppose such disclosure or production. In no circumstances shall the Plaintiffs or Class Counsel apply for or consent to such an application for disclosure or production.

## **SECTION 5 - DISTRIBUTION OF THE SETTLEMENT AMOUNT AND ACCRUED INTEREST**

### **5.1 Distribution Protocol**

(1) At a time wholly within the discretion of Class Counsel, but on notice to the Settling Defendant, Class Counsel will make an application seeking orders from the Courts approving the Distribution Protocol.

(2) Class Counsel shall engage in reasonable consultation with the Settling Defendant regarding the notice, publication and dissemination process of the Distribution Protocol, as well as the content of the Distribution Protocol to ensure compliance with Section 5.1(3) of this Settlement Agreement.

(3) 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.

### **5.2 No Responsibility for Administration or Fees**

(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 6 - TERMINATION OF SETTLEMENT AGREEMENT**

### **6.1 Right of Termination**

(1) In the event that:

- (a) any Court declines to certify or authorize the Proceedings as against the Settling Defendant 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 Defendant and/or Releasees named as Defendants;
- (c) the Quebec Court declines to declare settled out of court the Quebec Action as against the Settling Defendant and/or Releasees named as 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, subject to the terms of this Settlement Agreement governing materiality;
- (f) any Court issues Orders approving the Settlement Agreement in form that does not comply with Section 2.3 of this Settlement Agreement;
- (g) any Orders approving this Settlement Agreement made by the Courts do not become Final Orders; or
- (h) the Settlement Amount is not paid in accordance with section 3.1,

then each of the Settling Defendant 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 Plaintiff shall have the right to terminate under subsection (h) above) by delivering a written notice pursuant to Section 14.18 within thirty (30) days following an event described above.

(2) Except as provided for in Section 6.4, if the Settling Defendant 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;
  - (b) the Distribution Protocol; or
  - (c) documentary confidentiality as provided in Section 4.2(2) above;

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

## **6.2 If Settlement Agreement is Terminated**

- (1) If this Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason:
- (a) no motion to certify or authorize any of the Proceedings 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;
  - (d) within ten (10) days of such termination having occurred, Class Counsel shall destroy all documents or other materials provided by the Settling Defendant under this Settlement Agreement or containing or reflecting information derived from

such documents or other materials received from the Settling Defendant and, to the extent Class Counsel has disclosed any documents or information provided by the Settling Defendant to any other Person, shall recover and destroy such documents or information. Class Counsel shall provide the Settling Defendant with a written certification by Class Counsel of such destruction. Nothing contained in this Section shall be construed to require Class Counsel to destroy any of their work product. However, any documents or information provided by the Settling Defendant, or received from the Settling Defendant in connection with this Settlement Agreement, may not be disclosed to any Person in any manner or used, directly or indirectly, by Class Counsel or any other Person in any way for any reason, without the express prior written permission of the Settling Defendant. Class Counsel shall take appropriate steps and precautions to ensure and maintain the confidentiality of such documents, information and any work product of Class Counsel; and

- (e) the Parties will negotiate and agree to a reasonable schedule and case management steps to pursue any substantive or procedural rights that exist in the Proceedings as of the Date of Execution or that may arise prior to or at the time of termination of the Settlement Agreement (including without limitation, in connection with the pending appeal of the Philips Defendants in respect of class certification), and nothing in this Settlement Agreement shall be interpreted as derogating from the Parties' substantive or procedural rights.

### **6.3 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 Defendant the money in the Trust Account, plus all accrued interest thereon, but less the costs of the notices required by Section 11.1(1) and any translation costs incurred pursuant to Section 14.12.

### **6.4 Survival of Provisions After Termination**

(1) If this Settlement Agreement is terminated, the provisions of Sections 3.1(7), 3.1(8), 3.2(5), 6.2, 6.3, 6.4, 9.1, 9.2, 11.1(2), 12.2(3) and 14.6, 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(7), 3.1(8), 3.2(5), 6.2, 6.3, 6.4, 9.1, 9.2, 11.1(2), 12.2(3) and 14.6 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 7 - RELEASES AND DISMISSALS**

### **7.1 Release of Releasees**

(1) Subject to Section 7.2, 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.

### **7.2 Covenant Not To Sue**

(1) Upon the Effective Date, notwithstanding Section 7.1, for any Settlement Class Members resident in any province or territory where the release of one tortfeasor is a release of all other tortfeasors, the 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.

### **7.3 No Further Claims**

(1) Upon the Effective Date, the Releasers shall not now or hereafter institute, continue, maintain, participate in, have an interest 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 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.

#### **7.4 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 Defendant and Releasees named as 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 Defendant and Releasees named as Defendants.

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

#### **7.6 Material Term**

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

### **SECTION 8 - BAR ORDER, WAIVER OF SOLIDARITY ORDER AND OTHER CLAIMS**

#### **8.1 British Columbia and Ontario 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 Defendant, 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 Defendant and/or Releasees named as Defendants remained parties to the relevant Proceeding:
- (A) documentary discovery and an affidavit of documents (list of documents in British Columbia) from the Settling Defendant and/or the other Philips Defendants in accordance with that Court's rules of procedure;
  - (B) oral discovery of a representative of the Settling Defendant and/or the other Philips 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 Defendant and/or the other Philips Defendants in respect of factual matters; and/or

- (D) the production of a representative of the Settling Defendant and/or the other Philips Defendants to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.
- (d) the Settling Defendant retains all rights to oppose any motion brought pursuant to Section 8.1(1)(c), including any such motion brought at trial seeking an order requiring the Settling Defendant and/or the other Philips Defendants to produce a representative to testify at trial. Moreover, nothing herein restricts the Settling Defendant from seeking a protective order to maintain confidentiality and protection of proprietary information in respect of documents to be produced and/or for information obtained from discovery in accordance with Section 8.1(1)(c);
- (e) on any motion brought pursuant to Section 8.1(1)(c), the 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 Defendant to the Plaintiffs and Class Counsel within ten (10) days of such discovery being provided to a Non-Settling Defendant;
- (g) the Ontario and BC Courts will retain an ongoing supervisory role over the discovery process and the Settling Defendant and the other Philips 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 8.1(1)(c) by service on Counsel for the Settling Defendant in the relevant Proceedings.

## **8.2 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 in the Quebec Action expressly waive and renounce the benefit of solidarity against the Non-Settling Defendants with respect to the facts, deeds or other conduct of the Releasees;
- (b) the Quebec Petitioner and Settlement Class Members in the Quebec Class Action 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 Defendant and the other Philips Defendants shall be determined according to the provisions of the *Code of Civil Procedure*, and the Settling Defendant and the other Philips Defendants shall retain and reserve all of their rights to oppose such discovery under the *Code of Civil Procedure*.

### **8.3 Claims Against Other Entities Reserved**

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

### **8.4 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 6.1 of the Settlement Agreement.

## **SECTION 9 - EFFECT OF SETTLEMENT**

### **9.1 No Admission of Liability**

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

### **9.2 Agreement Not Evidence**

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

### **9.3 No Further Litigation**

(1) 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 Defendant or the other Philips 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 9.3(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 9.3(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 10 - CERTIFICATION OR AUTHORIZATION FOR SETTLEMENT ONLY**

(1) The Parties agree that the Proceedings shall be certified or authorized as class proceedings as against the Settling Defendant 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 Defendant for the purpose of implementing this Settlement Agreement, shall not derogate in any way from the rights of the Plaintiffs as against the Non-Settling Defendants, except as expressly set out in this Settlement Agreement.

#### **SECTION 11- NOTICE TO SETTLEMENT CLASSES**

##### **11.1 Notices Required**

(1) The proposed Settlement Classes shall be given 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.

## **11.2 Form and Distribution of Notices**

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

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

## **SECTION 12 - ADMINISTRATION AND IMPLEMENTATION**

### **12.1 Mechanics of Administration**

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

### **12.2 Information and Assistance**

(1) Within thirty (30) days of the Date of Execution or at a time mutually agreed by the Parties, the Settling Defendant will provide to Class Counsel a list of the names and addresses of Persons in Canada who purchased CRT Products from the Settling Defendant or the Releasees during the Class Period and the Purchase Price paid by each such Person for those purchases, to the extent that such a list is reasonably available. The data shall be provided in Microsoft Excel format or such other format as agreed upon by the Parties and shall be delivered as a separate production from the documents to be delivered pursuant to Section 4.1(1) or identified by bates number as part of the production of documents to be delivered pursuant to Section 4.1(1).

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

- (a) to facilitate the dissemination of the notices required in Section 11.1;
- (b) to advise Persons in Canada who purchased CRT Products from the Settling Defendant or the other Philips Defendants 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; and
- (d) as otherwise authorized in Section 4.

(3) All information provided by the Settling Defendant pursuant to Section 12.2(1) shall be dealt with in accordance with Section 4.2, except that Class Counsel may disclose all information provided by the Settling Defendant pursuant to Section 12.2(1) to any Court-appointed notice provider and/or the Claims Administrator, to the extent reasonably necessary for the purposes enumerated in Section 12.2(2). Any Court-appointed notice provider and/or the Claims Administrator shall be bound by the same confidentiality obligations set out in Section 4.2. If this Settlement Agreement is terminated, all information provided by the Settling Defendant pursuant to Section 12.2(1) shall be dealt with in accordance with Section 6.2(1)(d) and no record of the information so provided shall be retained by Class Counsel in any form whatsoever.

(4) The Settling Defendant will make itself reasonably available to respond to questions respecting the information provided pursuant to Section 12.2(1) from Class Counsel or any Court-appointed notice provider and/or the Claims Administrator.

(5) The Settling Defendant's obligations pursuant to this Section 12.2 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 Defendant's obligations to cooperate pursuant to this Section 12.2 shall cease when Class Counsel have reached a settlement with all of the Non-Settling Defendants or obtain final judgment against each of them in the Proceedings and all settlement funds or court awards have been distributed.

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

**SECTION 13 - CLASS COUNSEL FEES AND  
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 11.1 and the translation referred to in Section 14.12 shall be paid by Ontario Counsel out of the Trust Account, as they become due. Subject to Section 6.3, 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 Trust Account for any future adverse cost awards and future disbursements.
- (5) The Settling Defendant 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 14 - MISCELLANEOUS**

**14.1 Motions for Directions**

- (1) Class Counsel or the Settling Defendant 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.

#### **14.2 Releasees Have No Liability for Administration**

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

#### **14.3 Headings, etc.**

(1) In this Settlement Agreement:

- (a) the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and
- (b) the terms “this Settlement Agreement”, “hereof”, “hereunder”, “herein”, and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement.

#### **14.4 Computation of Time**

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

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

#### **14.5 Ongoing Jurisdiction**

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

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

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

(3) Notwithstanding Sections 14.5(1) and 14.5(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, Settling Defendant, and Releasees named as 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.

#### **14.6 Governing Law**

(1) Subject to Section 14.6(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 14.6(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.

#### **14.7 Entire Agreement**

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

#### **14.8 Amendments**

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



#### **14.9 Binding Effect**

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

#### **14.10 Counterparts**

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

#### **14.11 Negotiated Agreement**

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

#### **14.12 Language**

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

#### **14.13 Transaction**

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

#### **14.14 Recitals**

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

#### **14.15 Schedules**

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

#### **14.16 Acknowledgements**

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

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

#### **14.17 Authorized Signatures**

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

**14.18 Notice**

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

**For the Plaintiffs and for Class Counsel:**

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  
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Caroline Perrault  
SISKINDS DESMEULES s.e.n.c.r.l.  
Les promenades du Vieux-Quebec  
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Quebec City, QC G1R 4A2  
Tel: 418-694-2009  
Fax: 418-694-0281  
Email: caroline.perrault@siskindsdesmeules.com

**For the Settling Defendant:**

Christopher Naudie  
OSLER HOSKIN & HARCOURT LLP  
Suite 6300, 1 First Canadian Place, P.O. Box 50  
Toronto, ON M5X 1B8  
Tel: (416) 362-2111  
Fax: (416) 862-6666  
Email: cnaudie@osler.com

**14.19 Date of Execution**

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

**THE FANSHAWE COLLEGE OF APPLIED ARTS AND TECHNOLOGY** 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:

Clifford 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:

Charla Wright

Signature of Authorized Signatory:

Camp Fiorante Matthews Mogerman  
Camp Fiorante Matthews Mogerman  
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:

Siskinds Desmettes s.e.n.c.r.l.  
Siskinds Desmettes s.e.n.c.r.l.  
Quebec Counsel

**PHILIPS NORTH AMERICA LLC (formerly known as Philips Electronics North America Corporation), by its counsel**

Name of Authorized Signatory:

Christopher Nardie

Signature of Authorized Signatory:

C. Nardie for

Osler Hoskin & Harcourt LLP

**SCHEDULE "A":**

**PROCEEDINGS**

Court and File No.	Plaintiffs' Counsel	Plaintiff	Defendants	Settlement Class
<b>Ontario Action</b>				
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., Philips Electronics Industries (Taiwan) Ltd., Philips Da Amazonia Industria Electronica Ltda, 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., 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 Settlement Class and the BC Settlement Class.
<b>BC Action</b>				
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.,	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
			<p>Ltd., LG Electronics, Inc., LG Electronics Taiwan 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</p>	
<b>Quebec Action</b>				
<p>Superior Court of Quebec (District of Québec), File No. 200-06-000114-093 (the "Quebec Action")</p>	<p>Siskinds Desmeules s.e.n.c.r.l.</p>	<p>Carole Ouellet</p>	<p>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 Philipps Display), Matsushita Electric Industrial Co. Ltd, Beijing Matshushita Color CRT Company, Ltd., Panasonic Corporation of North America, Panasonic Canada Inc., MT Picture</p>	<p>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</p>

Court and File No.	Plaintiffs' Counsel	Plaintiff	Defendants	Settlement Class
			Display Co., Ltd., Koninklijke Philips Electronics N.V., Philips Electronics Industries Ltd., Philips Electronics Industries (Taiwan) Ltd., 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	persons bound to it by a contract of employment who purchased CRT Products in Canada during the Class Period, except Excluded Persons.



**SCHEDULE "B":**

**FORM OF ONTARIO NOTICE APPROVAL ORDER**

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE ) FRIDAY, THE 26<sup>TH</sup> DAY  
)  
JUSTICE GRACE ) OF JANUARY, 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 ELECTRONICS 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**

**THIS MOTION** made by the Plaintiff for an Order approving the publication, the 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 January ●, 2018 and the settlement agreement with Philips North America LLC (formerly known as Philips Electronics North America Corporation) (the “Settling Defendant”), dated January ●, 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 Defendant, and on being advised by counsel for the Samsung Defendants that the Samsung 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 Defendant 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.

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The Honourable Justice Grace

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at London

Proceeding under the *Class Proceedings Act, 1992*

**ORDER  
Notice Approval**

**Siskinds** <sup>LLP</sup>  
Barristers & Solicitors  
680 Waterloo Street  
London, ON N6A 3V8

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

Lawyers for the Plaintiff

**SCHEDULE "C":**

**FORM OF ONTARIO CERTIFICATION AND SETTLEMENT APPROVAL ORDER**

**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 ELECTRONICS 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  
(Philips 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 Defendant, Philips North America LLC (formerly known as Philips Electronics North America Corporation) (the “Settling Defendant”), and approving the Settlement Agreement entered into with the Settling Defendant was heard this day at the Court House, 80 Dundas Street, London, Ontario.

**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 Defendant consent to this Order, and the Non-Settling 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 Defendant and the other Philips 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 Defendant 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 Defendant 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 the Settlement Agreement is fair, reasonable and in the best interests of the Ontario Settlement Class.
8. **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.
9. **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.
10. **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.
11. **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.
12. **THIS COURT ORDERS** that, upon the Effective Date, subject to paragraph 14, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.
13. **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.



14. **THIS COURT ORDERS** that the use of the terms “Releasers” 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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **THIS COURT ORDERS** that a Non-Settling Defendant may, on motion to this Court determined as if the Settling Defendant and other Philips Defendants remained parties to the Ontario Action, and on at least twenty (20) days' notice to Counsel for the Settling

Defendant, 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 Defendant or the other Philips Defendant in accordance with the *Rules of Civil Procedure*, RRO 1990, Reg. 194;
- (b) oral discovery of a representative of the Settling Defendant or the other Philips Defendants, the transcript of which may be read in at trial;
- (c) leave to serve a request to admit on the Settling Defendant or the other Philips Defendants in respect of factual matters; and/or
- (d) the production of a representative of the Settling Defendant or the other Philips Defendants to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.

- 20. **THIS COURT ORDERS** that the Settling Defendant and the other Philips Defendants retain all rights to oppose such motion(s) brought under paragraph 19. Moreover, nothing herein restricts the Settling Defendant and the other Philips 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 paragraph 19. Notwithstanding any provision in this Order, on any motion brought pursuant to paragraph 19, the Court may make such orders as to costs and other terms as it considers appropriate.
- 21. **THIS COURT ORDERS** that a Non-Settling Defendant may effect service of the motion(s) referred to in paragraph 19 above by service on Counsel for the Settling Defendant and the other Philips Defendants.
- 22. **THIS COURT ORDERS** that for purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Settling Defendant and the other Philips 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.

23. **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.
24. **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.
25. **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.
26. **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.
27. **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 Defendant and Releasees named as Defendants, and the Quebec Action has been declared settled out of court with prejudice and without costs as against the Settling Defendant and Releasees named as 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.

28. **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.
29. **THIS COURT ORDERS** that the Ontario Action be and is hereby dismissed against the Settling Defendant and Releasees named as Defendants, without costs and with prejudice.
30. **THIS COURT ORDERS** that paragraph 1 of the Certification Cost Order, dated August 12, 2016, is vacated.
31. **THIS COURT ORDERS** that paragraphs 2 to 6 of this Order, including the certification of the Ontario Action as against the Settling Defendant for settlement purposes and definition of the Ontario Settlement Class and the Common Issue, and any reasons given by the Court in connection with the approval of the Settlement Agreement (except any reasons given in connection with paragraphs 16 to 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.

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THE HONOURABLE JUSTICE GRACE

**SCHEDULE "D":**

**FORM OF B.C. CERTIFICATION AND SETTLEMENT APPROVAL ORDER**

In the Supreme Court of British Columbia

Between:

**Curtis Saunders and David Dagg**

Plaintiffs

and:

**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 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., Tatung Company, Tatung Company of America, Inc., Tatung Co. of Canada Inc., 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**

Defendants

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

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**ORDER MADE AFTER APPLICATION  
PHILIPS SETTLEMENT APPROVAL**

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BEFORE THE HONOURABLE MR. JUSTICE MYERS )  
)  
)

ON THE APPLICATION of plaintiffs without a hearing and on reading the materials filed by Reidar Mogerman for the plaintiffs;

THIS COURT ORDERS that:

1. In addition to the definitions used elsewhere in this Order, for the purposes of this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. The BC Action is certified as a class proceeding as against the Settling Defendant for settlement purposes only.
3. The BC Settlement Class is certified as follows:

All Persons in British Columbia who purchased CRT Products in Canada during the Class Period, except the Excluded Persons
4. Curtis Saunders and David Dagg are appointed as the representative plaintiffs for the BC Settlement Class.
5. The following issue is common to BC Settlement Class Members:

Did the Settling Defendant 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?
6. The Settlement Agreement is fair, reasonable and in the best interests of the BC Settlement Class.
7. The Settlement Agreement is hereby approved pursuant to section 35 of the *Class Proceedings Act*, R.S.B.C. 1996, c. 50 and shall be implemented and enforced in accordance with its terms.
8. This Order, including the Settlement Agreement, is binding upon each BC Settlement Class Member including those Persons who are minors or mentally incapable and the requirements of Rule 20-2 of the *British Columbia Supreme Court Civil Rules* are dispensed with in respect of the BC Action.
9. Upon the Effective Date, each BC 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.
10. Upon the Effective Date, each Other Action commenced in British Columbia by any BC Settlement Class Member shall be and is hereby dismissed against the Releasees, without costs and with prejudice.
11. Upon the Effective Date, subject to paragraph 13, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.



12. Upon the Effective Date, each Releasor shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any proceeding, cause of action, claim or demand against any Releasee or any other Person who may claim contribution or indemnity, or other claims over relief, from any Releasee, whether pursuant to the *Negligence Act*, R.S.B.C. 1996, c. 333 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, or, if the Proceedings are not certified or authorized with respect to the Non-Settling Defendants, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendant or named or unnamed co-conspirator that is not a Releasee.

13. The use of the terms "Releasors" and "Released Claims" in this Order does not constitute a release of claims by BC Settlement Class Members.

14. Upon the Effective Date, each BC Settlement Class Member covenants and undertakes not to make any claim in any way nor to threaten, commence, participate in or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims.

15. 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.

16. 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 BC Plaintiffs and the BC Settlement Class Members shall not be entitled to claim or recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee that portion of any damages (including punitive damages, if any) restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to s. 36 of the *Competition Act*) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;
- (b) the BC Plaintiffs and the BC Settlement Class Members shall limit their claims against the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to include 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 BC Plaintiffs and the BC Settlement Class Members, if any, and, for greater certainty, the 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) this Court shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the BC Action, whether or not the Releasees remain in the BC Action or appear at the trial or other disposition, and the Proportionate Liability of the Releasees shall be determined as if the Releasees are parties to the BC Action and any determination by this Court in respect of the Proportionate Liability of the Releasees shall only apply in the BC Action and shall not be binding on the Releasees in any other proceeding.

17. Nothing in this Order is intended to or shall limit, restrict or affect any arguments which the Non-Settling Defendants may make regarding the reduction of any assessment of damages, restitutionary award, disgorgement of profits or judgment against them in favour of the BC Settlement Class Members in the BC Action or the rights of the BC Plaintiffs and the BC Settlement Class Members to oppose or resist such arguments, except as provided for in this Order.

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

- (a) documentary discovery and an affidavit of documents from the Settling Defendant or the other Philips Defendants in accordance with the British Columbia *Supreme Court Civil Rules*;
- (b) oral discovery of a representative of the Settling Defendant or the other Philips Defendants, the transcript of which may be read in at trial;
- (c) leave to serve a request to admit on the Settling Defendant or the other Philips Defendants in respect of factual matters; and/or
- (d) the production of a representative of the Settling Defendant or the other Philips Defendants to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.

19. The Settling Defendant and the other Philips Defendants retain all rights to oppose such applications(s) brought under paragraph 18. Moreover, nothing herein restricts the Settling Defendant and the other Philips 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 paragraph 18. Notwithstanding any provision in this Order, on any application brought pursuant to paragraph 18, the Court may make such orders as to costs and other terms as it considers appropriate.

20. A Non-Settling Defendants may effect service of the application(s) referred to in paragraph 18 above by service on Counsel for the Settling Defendant.

21. For purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Settling Defendant and the other Philips Defendants shall 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.

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

23. 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.

24. 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.

25. After the Effective Date, subject to the approval of the BC 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.

26. The approval of the Settlement Agreement is contingent upon approval by the Ontario Court and the Quebec Court, and the terms of this Order shall not be effective unless and until the Settlement Agreement is approved by the Ontario Court and the Quebec Court, the Ontario Action has been dismissed with prejudice and without costs as against the Settling Defendant and the other Philips Defendants by the Ontario Court and the Quebec Action has been declared settled without costs and without reservation as against the Settling Defendant and the other Philips Defendants by the Quebec Court.

If such orders are not secured in Quebec and Ontario, 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.

27. 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.

28. This action be and is hereby dismissed against the Settling Defendant and the other Philips Defendants, without costs and with prejudice.

29. Paragraphs 2 to 5 of this Order, including the certification of the BC Action as against the Settling Defendant for settlement purposes and definition of the BC Settlement Class and the Common Issue, and any reasons given by the Court in connection with the approval of the Settlement Agreement (except any reasons given in connection with paragraphs 14-19 of this Order), are without prejudice to the rights and defences of the Non-Settling Defendants in connection with the ongoing BC 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 BC Action as against the Non-Settling Defendants.

30. Endorsement of this Order by the Non-Settling Defendants is dispensed with.

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

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Signature of lawyer for the Plaintiffs

Reidar Mogerman

---

Signature of lawyer for the Settling Defendant

Christopher Naudie

By the Court

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Registrar

No. S097394  
Vancouver Registry

In the Supreme Court of British Columbia

Between:

**Curtis Saunders and David Dagg**

Plaintiffs

and:

**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 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 Matshushita 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., Tatung Company, Tatung Company of America, Inc., Tatung Co. of Canada Inc., 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**

Defendants

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

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**ORDER MADE AFTER APPLICATION**

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**CAMP FIORANTE MATTHEWS MOGERMAN**

Barristers & Solicitors  
#400 – 856 Homer Street  
Vancouver, BC V6B 2W5

Tel: (604) 689-7555  
Fax: (604) 689-7554  
Email: [service@cfmlawyers.ca](mailto:service@cfmlawyers.ca)

via Mike Bike

**SCHEDULE "E":**

**FORM OF QUEBEC AUTHORIZATION AND SETTLEMENT APPROVAL ORDER**

**COUR SUPÉRIEURE**  
(Chambre des actions collectives)

CANADA  
PROVINCE DE QUÉBEC  
DISTRICT DE QUÉBEC

N° : 200-06-000114-093

DATE : •

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**SOUS LA PRÉSIDENCE DE L'HONORABLE CATHERINE LA ROSA, j.c.s.**

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**CAROLE OUELLET**

Demanderesse

**c.**

**CHUNGWA PICTURES TUBES, LTD.**  
et  
**HITACHI, LTD.**  
et  
**HITACHI ASIA, LTD.**  
et  
**HITACHI AMERICA, LTD.**  
et  
**HITACHI CANADA, LTD.**  
et  
**IRICO GROUP CORPORATION**  
et  
**IRICO DISPLAY DEVICES CO., LTD.**  
et  
**LG ELECTRONICS, INC.**  
et  
**LG ELECTRONICS CANADA**  
et  
**LG ELECTRONICS TAIWAN TAIPEI CO., LTD.**  
et

**LP DISPLAYS INTERNATIONAL, LTD. (autrefois connue sous  
LG PHILIPS DISPLAY)**

et

**MATSUSHITA ELECTRIC INDUSTRIAL CO., LTD.**

et

**BEIJING MATSHUSHITA COLOR CRT COMPANY, LTD.**

et

**PANASONIC CORPORATION OF NORTH AMERICA**

et

**PANASONIC CANADA, INC.**

et

**MT PICTURE DISPLAY CO., LTD.**

et

**KONINKLIJKE PHILIPS ELECTRONICS N.V.**

et

**PHILIPS ELECTRONICS INDUSTRIES, LTD.**

et

**PHILIPS ELECTRONICS INDUSTRIES (TAIWAN), LTD.**

et

**PHILIPS ELECTRONICS NORTH AMERICA CORPORATION**

et

**PHILIPS ELECTRONICS, LTD.**

et

**SAMSUNG ELECTRONICS CO., LTD.**

et

**SAMSUNG SDI CO., LTD. (autrefois connue sous SAMSUNG DISPLAY DEVICE  
CO.)**

et

**SAMSUNG ELECTRONICS AMERICA, INC.**

et

**SAMSUNG ELECTRONICS CANADA, INC.**

et

**SAMSUNG SDI AMERICA, INC.**

et

**SAMTEL COLOR, LTD.**

et

**TATUNG COMPANY**

et

**TATUNG COMPANY OF AMERICA**

et

**TATUNG CO. OF CANADA, INC.**

et

**TOSHIBA CORPORATION**

et

**TOSHIBA AMERICA CONSUMER PRODUCTS, LLC**

et



**TOSHIBA OF CANADA LIMITED**

Défenderesses

et

**FONDS D'AIDE AUX ACTIONS COLLECTIVES**

Mis en cause

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**JUGEMENT**

**(autorisant l'exercice d'une action collective pour fins de règlement seulement et avec certaines défenderesses seulement et approuvant l'Entente Philips)**

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[1] **Considérant** que les parties sont impliquées dans un litige de la nature d'une action collective;

[2] **Considérant** qu'une entente de règlement (ci-après l'« Entente Philips ») a été conclue entre la demanderesse et les défenderesses Koninklijke Philips Electronics N.V., Philips Electronics Industries, Ltd., Philips Electronics Industries (Taiwan), Ltd., Philips Electronics North America Corporation et Philips Electronics, Ltd. (ci-après « Philips » ou les « Défenderesses qui règlent<sup>1</sup> »);

[3] **Considérant** que la demanderesse demande :

- a) l'autorisation d'exercer une action collective contre les Défenderesses qui règlent seulement et pour fins de règlement seulement;
- b) de lui octroyer, pour les fins de l'Entente Philips seulement, le statut de représentante des Membres du Groupe visé par le Règlement au Québec<sup>2</sup>; et
- c) l'approbation de l'Entente Philips;

[4] **Considérant** les documents soumis au soutien de la demande;

[5] **Considérant** les représentations des avocats lors de l'audience;

[6] **Considérant** l'expiration de l'échéance fixée pour s'opposer à l'Entente Philips sans qu'il y ait eu objection écrite à l'Entente Philips;

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<sup>1</sup> « *Settling Defendants* ».

<sup>2</sup> « *Quebec Class Members* ».

[7] **Considérant** qu'aucun Membre du Groupe visé par le Règlement au Québec ne s'est présenté devant cette Cour afin de s'opposer à l'approbation de l'Entente Philips;

[8] **Considérant** l'article 590 du *Code de procédure civile*;

[9] **Considérant** que la demande a dûment été notifiée au Fonds d'aide aux actions collectives;

[10] **Considérant** les représentations des avocats à l'effet que le *Règlement sur le pourcentage prélevé par le Fonds d'aide aux actions collectives*, en vigueur à ce moment, sera respecté dans le cadre du protocole de distribution qui sera éventuellement soumis au Tribunal pour approbation;

[11] **Considérant** qu'après examen, il y a lieu de faire droit à la demande de la demanderesse;

**POUR CES MOTIFS, LE TRIBUNAL :**

[12] **DÉCLARE** que l'Entente Philips est incorporée par référence, dans son entièreté, au présent jugement et en forme donc partie intégrante et que les définitions contenues dans l'Entente Philips devront être utilisées afin d'interpréter le présent jugement;

[13] **AUTORISE** l'exercice d'une action collective contre les Défenderesses qui règlent seulement et aux seules fins de l'Entente Philips ;

[14] **ORDONNE** qu'aux fins de règlement, le Groupe du Québec soit défini ainsi :

*« Toutes les personnes physiques qui résident au Québec et qui ont acheté des Produits avec un tube cathodique au Canada, au cours de la Période visée par le Recours, ainsi que toute personne morale de droit privé, toute société ou toute association résidant au Québec et qui, en tout temps entre le 16 mars 2008 et le 15 mars 2009, comptait sous son contrôle ou sa direction, au plus 50 personnes liées à elle par contrat de travail ayant acheté les mêmes produits ci-haut décrits au Canada au cours de la Période visée par le recours, à l'exception des Personnes exclues. »*

[15] **ATTRIBUE** à la demanderesse, Carole Ouellet, pour les fins d'approbation de l'Entente Philips, le statut de représentante des Membres du Groupe visé par le Règlement au Québec;

[16] **IDENTIFIE**, aux seules fins de l'Entente Philips, la question commune dans le Recours du Québec comme étant la suivante :

- Est-ce que les Défenderesses qui règlent ont comploté pour fixer, augmenter, maintenir ou stabiliser les prix pour les Tubes cathodiques<sup>3</sup> au Canada ou ailleurs, au cours de la Période visée par le recours<sup>4</sup> ? Le cas échéant, est-ce que les Membres du Groupe visé par le Règlement au Québec ont subi des dommages ?

[17] **DÉCLARER** que le présent jugement, incluant l'autorisation d'exercer une action collective aux fins de règlement seulement et contre les Défenderesses qui règlent seulement, la définition du Groupe et la question commune, n'affecte en rien les droits et moyens de défense des Défenderesses qui ne sont pas parties à l'Entente<sup>5</sup> Philips dans les Procédures<sup>6</sup>;

[18] **ORDONNE** et **DÉCLARE** que l'Entente Philips lie toutes les parties ainsi que tous les Membres du Groupe visé par le Règlement au Québec, incluant les personnes mineures et celles qui sont inaptés;

[19] **DÉCLARE** que l'Entente Philips est valable, équitable, raisonnable, dans le meilleur intérêt des Membres du Groupe visé par le Règlement au Québec et constitue une transaction au sens de l'article 2631 du *Code civil du Québec*;

[20] **APPROUVE** l'Entente Philips en accord avec l'article 590 du *Code de procédure civile* et **ORDONNE** qu'elle soit mise en œuvre en conformité avec ses termes;

[21] **ORDONNE** et **DÉCLARE** qu'à compter de la Date d'entrée en vigueur, chaque Partie donnant quittance<sup>7</sup>, sera considérée avoir donné une quittance complète, générale et finale aux Parties Quittancées eu égard aux Réclamations Quittancées<sup>8</sup>;

[22] **DÉCLARE** que, à compter de la Date d'entrée en vigueur, chaque Partie donnant quittance ne pourra directement ou indirectement, au Canada ou ailleurs, pour son propre compte ou pour le compte de tout groupe ou de toute autre personne, intenter, continuer, maintenir ou faire valoir toute poursuite, action, cause d'action, réclamation ou demande contre l'une ou l'autre des Parties Quittancées ou toute autre personne qui pourrait réclamer une contribution, une indemnité ou toute autre réclamation de n'importe laquelle des Parties Quittancées, en rapport avec les Réclamations Quittancées ou toute autre matière y étant reliée, à l'exception de ce qui suit :

- a) la continuation des Procédures contre les Défenderesses qui ne sont pas parties à l'Entente Philips, ou tout autre co-conspirateur non-désigné dans les Procédures; ou

<sup>3</sup> « Cathode Ray Tubes »

<sup>4</sup> « Class Period ».

<sup>5</sup> « Non-Settling Defendants ».

<sup>6</sup> « Proceedings ».

<sup>7</sup> « Releasor ».

<sup>8</sup> « Released Claims ».

- b) si les Procédures ne sont pas autorisées comme action collective, la continuation des recours sur une base individuelle contre les Défenderesses qui ne sont pas parties à l'Entente Philips, ou tout autre co-conspirateur non-désigné dans les Procédures;

[23] **DÉCLARE** que, par l'Entente Philips, la demanderesse et les Membres du Groupe visé par le Règlement au Québec renoncent expressément au bénéfice de la solidarité envers les Défenderesses qui ne sont pas partie à l'Entente Philips, eu égard aux faits et gestes des Défenderesses qui règlent;

[24] **DÉCLARE** que la demanderesse et les Membres du Groupe visé par le Règlement ne pourront dorénavant réclamer et obtenir que les dommages, y incluant les dommages punitifs, les intérêts et les frais (y compris les frais d'enquête en vertu de l'article 36 de la *Loi sur la concurrence*), attribuables aux ventes ou aux agissements des Défenderesses qui ne sont pas parties à l'Entente Philips;

[25] **DÉCLARE** que tout recours en garantie ou autre mise en cause pour obtenir une contribution ou une indemnité des Parties Quittancées, ou se rapportant aux Réclamations Quittancées, sera irrecevable et non avenu dans le cadre des Procédures;

[26] **DÉCLARE** que le droit des Défenderesses qui ne sont pas parties à l'Entente Philips d'interroger les Défenderesses qui règlent sera régi par les règles du *Code de procédure civile* et que les Défenderesses qui règlent conservent tous leurs droits de s'opposer à de tels interrogatoires en vertu du *Code de procédure civile*;

[27] **DÉCLARER** que les Défenderesses qui ne sont pas parties à l'Entente Philips pourront valablement notifier toute procédure pouvant être requise pour faire valoir leurs droits découlant des paragraphes qui précèdent aux Défenderesses qui règlent en notifiant telle procédure à l'avocat *ad litem* de cette partie, tel qu'il est identifié dans le présent jugement;

[28] **DÉCLARE** que cette Cour conservera un rôle de surveillance continue, aux fins d'administration et d'exécution de l'Entente Philips et du présent jugement et **CONSTATE** que les Défenderesses qui règlent reconnaissent la compétence de cette Cour pour les fins d'exécution, d'administration et de mise en œuvre de l'Entente Philips, sujet aux termes et conditions stipulés dans l'Entente Philips et le présent jugement;

[29] **DÉCLARE** que le présent jugement n'affecte en rien les droits qu'ont ou pourraient avoir les Membres du Groupe visé par le Règlement contre les Défenderesses qui ne sont pas parties à l'Entente Philips ou tout autre co-conspirateur non-désigné dans les Procédures qui ne sont pas des Parties Quittancées Philips;

[30] **DÉCLARE** que les Parties Quittancées n'ont aucune responsabilité ou obligation quelconque quant à l'administration de l'Entente Philips, y compris dans la

gestion, le placement ou la distribution du Montant de l'Entente<sup>9</sup> Philips ou avec le protocole de distribution;

[31] **ORDONNE** que toute somme composant le Montant de l'Entente Philips soit détenue en fidéicommiss par Siskinds LLP pour le bénéfice des Membres du Groupe visé par le Règlement, jusqu'à ce que de futurs jugements soient rendus à ce sujet;

[32] **CONSTATE** que l'Entente Philips prévoit que son approbation est conditionnelle à l'approbation par le tribunal de l'Ontario et le tribunal de la Colombie-Britannique et que le présent jugement n'aura aucune force exécutoire et ne produira aucun effet à moins que de tels jugements ne soient obtenus en Ontario et en Colombie-Britannique;

[33] **ORDONNE** que le présent jugement sera nul et non avenue s'il y est mis fin selon les termes de l'Entente Philips;

[34] **DÉCLARE** qu'à compter de la Date d'entrée en vigueur, par le présent jugement, le présent dossier sera réglé à l'amiable contre les Défenderesses qui règlent;

[35] **DISPENSE** la demanderesse et les Défenderesses qui règlent de publier tout avis en lien avec le présent jugement ou l'Entente Philips;

[36] **SANS FRAIS** de justice.

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CATHERINE LA ROSA, j.c.s.

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<sup>9</sup> « Settlement Amount ».

**SCHEDULE "F":**

**U.S. PROTECTIVE ORDER IN U.S. MDL PROCEEDINGS**

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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

	)	No.: M-07-5944 SC
<b>In Re CATHODE RAY TUBE (CRT)</b>	)	
<b>ANTITRUST LITIGATION</b>	)	MDL NO. 1917
<hr/>	)	
This Document Relates to:	)	<b>STIPULATED PROTECTIVE ORDER</b>
	)	
<b>ALL ACTIONS.</b>	)	
<hr/>	)	

**1. PURPOSES AND LIMITATIONS.**

Disclosure and discovery activity in this action may involve production of trade secrets or other confidential research, development, or commercial information, within the meaning of Fed.R.Civ.P. 26(c); or other private or competitively sensitive information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation would be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords extends only to the limited information or items that are entitled under the applicable legal principles to confidential treatment. The parties further acknowledge, as set forth in Section 10, below, that this Stipulated Protective Order creates no entitlement to file confidential information under seal. Civil Local Rule 79-5 sets forth the

1 procedures that must be followed and reflects the standards that will be applied when a party  
2 seeks permission from the Court to file material under seal, and is hereby incorporated by  
3 reference.

4 **2. DEFINITIONS.**

5 2.1 Party: any party to this action, including all of its officers, directors, and  
6 employees.

7 2.2 Disclosure or Discovery Material: all items or information, regardless of  
8 the medium or manner generated, stored, or maintained (including, among other things,  
9 documents, testimony, transcripts, or tangible things) that are produced or generated in  
10 disclosures or responses to discovery in this matter.

11 2.3 Confidential Information or Items: information (regardless of how  
12 generated, stored or maintained) or tangible things that qualify for protection under standards  
13 developed under Fed.R.Civ.P. 26(c).

14 2.4 Highly Confidential Information or Items: extremely sensitive  
15 Confidential Information or Items whose disclosure to another Party or non-party would create  
16 a substantial risk of injury that could not be avoided by less restrictive means.

17 2.5 Receiving Party: a Party that receives Disclosure or Discovery Material  
18 from a Producing Party.

19 2.6 Producing Party: a Party or non-party that produces Disclosure or  
20 Discovery Material in this action.

21 2.7. Designating Party: a Party or non-party that designates information or  
22 items that it produces in disclosures or in responses to discovery as "Confidential" or "Highly  
23 Confidential."

24 2.8 Protected Material: any Disclosure or Discovery Material that is  
25 designated as "Confidential" or as "Highly Confidential."

26 2.9. Outside Counsel: attorneys, along with their paralegals, and other  
27 support personnel, who are not employees of a Party but who are retained to represent or advise  
28 a Party in this action.



1                   2.10 In House Legal Personnel: attorneys and other personnel employed by a  
2 Party to perform legal functions who are responsible for overseeing this litigation for the Party.

3                   2.11 Counsel (without qualifier): Outside Counsel and In House Legal  
4 Personnel (as well as their support staffs, including but not limited to attorneys, paralegals,  
5 secretaries, law clerks, and investigators).

6                   2.12 Expert and/or Consultant: a person with specialized knowledge or  
7 experience in a matter pertinent to the litigation, along with his or her employees and support  
8 personnel, who has been retained by a Party or its Counsel to serve as an expert witness or as a  
9 consultant in this action, and who is not currently an employee, nor has been an employee  
10 within eighteen months of the date of entry of this Order, of a Party or of a Cathode Ray Tube  
11 "CRT" business unit of a non-party, and who, at the time of retention, is not anticipated to  
12 become an employee of a Party or of a CRT business unit of a non-party. This definition  
13 includes a professional jury or trial consultant retained in connection with this litigation.

14                   2.13 Professional Vendors: persons or entities that provide litigation support  
15 services (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations;  
16 organizing, storing, retrieving data in any form or medium; *etc.*) and their employees and  
17 subcontractors.

18                   **3. SCOPE.**

19                   The protections conferred by this Stipulated Protective Order cover not only  
20 Protected Material (as defined above), but also any information copied or extracted therefrom,  
21 as well as all copies, excerpts, summaries, or compilations thereof, plus testimony,  
22 conversations, or presentations by Parties or Counsel in settings that might reveal Protected  
23 Material. However, this Order shall not be construed to cause any Counsel to produce, return,  
24 and/or destroy their own attorney work product, or the work product of their co-counsel.

25                   **4. DURATION.**

26                   The confidentiality obligations imposed by this Order shall remain in effect until  
27 the Designating Party agrees otherwise in writing or this Court orders otherwise.

28

1                   5.     **DESIGNATING PROTECTED MATERIAL.**

2                   5.1     Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or non-party that designates information or items for protection under this Order  
4 must take care to limit any such designation to specific material that qualifies under the  
5 appropriate standards and avoid indiscriminate designations.

6                   If it comes to a Designating Party's attention that information or items that it  
7 designated for protection do not qualify for protection at all, or do not qualify for the level of  
8 protection initially asserted, that Designating Party must promptly notify all Receiving Parties  
9 that it is withdrawing or changing the mistaken designation.

10                  5.2     Manner and Timing of Designations. Except as otherwise provided in  
11 this Order (*see, e.g.*, section 5.2(b), below), or as otherwise stipulated or ordered, material that  
12 qualifies for protection under this Order must be clearly so designated before the material is  
13 disclosed or produced. Notwithstanding the preceding sentence, should a Producing Party  
14 discover that it produced material that was not designated as Protected Material or that it  
15 produced material that was designated as Protected Material but had designated that Protected  
16 Material in the incorrect category of Protected Material, the Producing Party may notify all  
17 Parties, in writing, of the error and identifying (by bates number or other individually  
18 identifiable information) the affected documents and their new designation or re-designation.  
19 Thereafter, the material so designated or re-designated will be treated as Protected Material.  
20 Promptly after providing such notice, the Producing Party shall provide re-labeled copies of the  
21 material to each Receiving Party reflecting the change in designation. The Receiving Party will  
22 replace the incorrectly designated material with the newly designated materials and will destroy  
23 the incorrectly designated materials.

24                  Designation in conformity with this Order requires:

25                  (a)     for information in documentary form (apart from transcripts of  
26                   depositions or other pretrial or trial proceedings), that the Producing Party affix the  
27                   legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" on each page that  
28                   contains protected material.

1 (b) for testimony given in deposition, that a Party, or a non-party that  
2 sponsors, offers, gives, or elicits the testimony, designate any portion of the testimony  
3 as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL," either on the record before  
4 the deposition is concluded, or in writing within thirty (30) days after the final transcript  
5 is received. Only those portions of the testimony that are designated for protection in  
6 accordance with the preceding sentence shall be covered by the provisions of this  
7 Stipulated Protective Order. The entire testimony shall be deemed to have been  
8 designated Highly Confidential until the time within which the transcript may be  
9 designated has elapsed. If testimony is not designated within the prescribed time period,  
10 then such testimony shall not be deemed Confidential or Highly Confidential except as  
11 ordered by the Court.

12 Transcript pages containing Protected Material must be separately bound by the  
13 court reporter, who must affix to each such page the legend "CONFIDENTIAL" or  
14 "HIGHLY CONFIDENTIAL," as instructed by the Party or nonparty sponsoring,  
15 offering, giving or eliciting the witness' testimony.

16 (c) for information produced in electronic or video format, and for any other  
17 tangible items, that the Producing Party affix in a prominent place on the exterior of the  
18 container or containers in which the information or item is stored the legend  
19 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL."

20 5.3 Inadvertent Failures to Designate. If corrected, an inadvertent failure to  
21 designate qualified information or items as "Confidential" or "Highly Confidential" does not,  
22 standing alone, waive the Designating Party's right to secure protection under this Order for  
23 such material. If material is re-designated as "Confidential" or "Highly Confidential" after the  
24 material was initially produced, the Receiving Party, upon notification of the designation, must  
25 make reasonable efforts to assure that the material is treated in accordance with the provisions  
26 of this Order.

27 5.4 Increasing the Designation of Information or Items Produced by Other  
28 Parties or Non-Parties. Subject to the standards of paragraph 5.1, a Party may increase the

1 designation (*i.e.*, change any Disclosure or Discovery Material produced without a designation  
2 to a designation of "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" or designate any  
3 Disclosure or Discovery Material produced as "CONFIDENTIAL" to a designation of  
4 "HIGHLY CONFIDENTIAL") of any Discovery Material produced by any other Party or  
5 non-Party, provided that said Discovery Material contains the upward Designating Party's own  
6 Confidential or Highly Confidential Information. Any such increase in the designation of a  
7 document shall be made within 90 days of the date of its production, unless good cause is  
8 shown for a later increase in the designation.

9           Increasing a designation shall be accomplished by providing written notice to all  
10 Parties identifying (by bates number or other individually identifiable information) the  
11 Disclosure or Discovery Material whose designation is to be increased. Promptly after  
12 providing such notice, the upward Designating Party shall provide re-labeled copies of the  
13 material to each Receiving Party reflecting the change in designation. The Receiving Party will  
14 replace the incorrectly designated material with the newly designated materials and will destroy  
15 the incorrectly designated materials. Any Party may object to the increased designation of  
16 Disclosure or Discovery Materials pursuant to the procedures set forth in paragraph 6 regarding  
17 challenging designations. The upward Designating Party shall bear the burden of establishing  
18 the basis for the increased designation.

19           **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS.**

20           6.1 Timing of Challenges. A Party does not waive its right to challenge a  
21 confidentiality designation by electing not to mount a challenge promptly after the original  
22 designation is disclosed.

23           6.2 Meet and Confer. A Party that elects to initiate a challenge to a  
24 Designating Party's confidentiality designation must do so in good faith and must begin the  
25 process by notifying the Designating Party in writing, by telephone or in person of its challenge  
26 and identify the challenged material, then conferring directly in voice to voice dialogue (other  
27 forms of communication are not sufficient) with counsel for the Designating Party. The Parties  
28 must then meet and confer in good faith. Each Party must explain the basis for its respective

1 position about the propriety of the challenged confidentiality designations. The parties shall  
2 have fourteen (14) days from the initial notification of a challenge to complete this meet and  
3 confer process.

4           6.3    Judicial Intervention. In any judicial proceeding challenging a  
5 confidentiality designation, the burden of persuasion with respect to the propriety of the  
6 confidentiality designation shall remain upon the Designating Party. If the parties are not able  
7 to resolve a dispute about a confidentiality designation within the time provided in paragraph  
8 6.2, above, the parties shall, within fourteen (14) days thereafter, prepare and present to the  
9 Special Master a joint letter brief that identifies the challenged material and sets forth the  
10 respective positions of the parties about the propriety of the challenged confidentiality  
11 designations. Until the ruling on the dispute becomes final, all parties shall continue to afford  
12 the material in question the level of protection to which it is entitled under the Designating  
13 Party's designation.

14           In the event that the final ruling is that the challenged material is not confidential  
15 or that its designation should be changed, the Designating Party shall reproduce copies of all  
16 materials with their designations removed or changed in accordance with the ruling within  
17 thirty (30) days at the expense of the Designating Party.

18           **7.    ACCESS TO AND USE OF PROTECTED MATERIAL.**

19           7.1    Basic Principles. A Receiving Party may use Protected Material that is  
20 disclosed or produced by a Producing Party only in connection with this action for prosecuting,  
21 defending, or attempting to settle this action. Such Protected Material may be disclosed only to  
22 the categories of persons and under the conditions described in this Order. When the litigation  
23 has been terminated, a Receiving Party must comply with the provisions of section 11, below  
24 (FINAL DISPOSITION).

25           Protected Material must be stored and maintained by a Receiving Party at a  
26 location and in a secure manner that ensures that access is limited to the persons authorized  
27 under this Order. For purposes of this Order, a secure website, or other internet-based  
28 document depository with adequate security, shall be deemed a secure location.

- 1                   7.2    Disclosure of "CONFIDENTIAL" Information or Items. Unless  
2 otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving  
3 Party may disclose any information or item designated "CONFIDENTIAL" only to:
- 4                   (a)    the Receiving Party's Outside Counsel of record in this action, as well as  
5 employees of said counsel to whom it is reasonably necessary to disclose the  
6 information for this litigation;
  - 7                   (b)    current or former officers, directors, and employees of Parties to whom  
8 disclosure is reasonably necessary for this litigation and who have signed the  
9 "Agreement To Be Bound by Protective Order" (Exhibit A);
  - 10                  (c)    Experts and/or Consultants with respect to each of whom (1) disclosure  
11 is reasonably necessary for this litigation, and (2) an "Agreement To Be Bound by  
12 Protective Order" (Exhibit A) has been signed;
  - 13                  (d)    the Court and its personnel;
  - 14                  (e)    stenographers, their staffs, and professional vendors to whom disclosure  
15 is reasonably necessary for this litigation and who have signed the "Agreement To Be  
16 Bound by Protective Order" (Exhibit A);
  - 17                  (f)    the author, addressees, or recipients of the document, or any other  
18 natural person who would have likely reviewed such document during his or her  
19 employment as a result of the substantive nature of his or her employment position, or  
20 who is specifically identified in the document, or whose conduct is purported to be  
21 specifically identified in the document;
  - 22                  (g)    witnesses in the action to whom disclosure is reasonably necessary for  
23 this litigation and who have signed the "Agreement To Be Bound by Protective Order"  
24 (Exhibit A); provided that, Confidential Information may be disclosed to a witness  
25 during their deposition, but only if they have executed the "Agreement to Be Bound by  
26 Protective Order" (Exhibit A), which shall be made an exhibit to the deposition  
27 transcript, or have agreed on the record to keep the information confidential and not to  
28 use it for any purpose, or have been ordered to do so; and provided further that, pages of

1 transcribed deposition testimony or exhibits to depositions that reveal Confidential  
2 Information must be marked "Confidential" and separately bound by the court reporter  
3 and not included in the main deposition transcript and exhibit binder, and may not be  
4 disclosed to anyone except as permitted under this Stipulated Protective Order; and

5 (h) any other person to whom the Designating Party agrees in writing or on  
6 the record, and any other person to whom the Court compels access to the Confidential  
7 Information.

8 7.3 Disclosure of "HIGHLY CONFIDENTIAL" Information or Items.

9 Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a  
10 Receiving Party may disclose any information or item designated "HIGHLY  
11 CONFIDENTIAL" only to:

12 (a) the Receiving Party's Outside Counsel of record in this action, as well as  
13 employees of said counsel to whom it is reasonably necessary to disclose the  
14 information for this litigation;

15 (b) Experts and/or Consultants with respect to each of whom (1) disclosure  
16 is reasonably necessary for this litigation, and (2) an "Agreement To Be Bound by  
17 Protective Order" (Exhibit A) has been signed;

18 (c) the Court and its personnel;

19 (d) stenographers, their staffs, and professional vendors to whom disclosure  
20 is reasonably necessary for this litigation and who have signed the "Agreement to Be  
21 Bound by Protective Order" (Exhibit A);

22 (e) the author, addressees or recipients of the document, the Designating  
23 Party's employees who were employed by the Designating Party at the time the  
24 document was authored, or any other natural person who is specifically identified in the  
25 document, or whose conduct is purported to be specifically identified in the document;

26 (f) any other person to whom the Designating Party agrees in writing or on  
27 the record, and any other person to whom the Court compels access to the Highly  
28 Confidential Information.

1                   7.4     Retention of Exhibit A. Outside Counsel for the Party that obtains the  
2 signed “Agreements To Be Bound by Protective Order” (Exhibit A), as required above, shall  
3 retain them for one year following the final termination of this action, including any appeals,  
4 and shall make them available to other Parties upon good cause shown.

5                   7.5     Retention of Protected Material. Persons who have been shown  
6 Protected Material pursuant to Section 7.2(b), (f), or (g), or Section 7.3(e) or (f) shall not retain  
7 copies of such Protected Material.

8                   **8.           PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
9                   **PRODUCED IN OTHER LITIGATION.**

10                   If a Receiving Party is served with a discovery request, subpoena or an order  
11 issued in other litigation or proceedings that would compel disclosure of any information or  
12 items designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,” the  
13 Receiving Party must so notify the Designating Party, in writing (by fax or electronic mail, if  
14 possible), along with a copy of the discovery request, subpoena or order, as soon as reasonably  
15 practicable.

16                   The Receiving Party also must immediately inform the party who caused the  
17 discovery request, subpoena or order to issue in the other litigation or proceeding that some or  
18 all the material covered by the subpoena or order is the subject of this Protective Order. In  
19 addition, the Receiving Party must deliver a copy of this Stipulated Protective Order promptly  
20 to the party in the other action that caused the discovery request, subpoena or order to issue.

21                   The purpose of imposing these duties is to alert the interested parties to the  
22 existence of this Stipulated Protective Order and to afford the Designating Party in this case an  
23 opportunity to try to protect its confidentiality interest in the court from which the discovery  
24 request, subpoena or order is issued. The Designating Party shall bear the burdens and the  
25 expenses of seeking protection in that court of its confidential or highly confidential material.  
26 Nothing in these provisions should be construed as authorizing or encouraging a Receiving  
27 Party in this action to disobey a lawful directive from another court.

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1                   **9. UNAUTHORIZED DISCLOSURE OF PROTECTED**  
2                   **MATERIAL.**

3                   If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
4 Protected Material to any person or in any circumstance not authorized under this Stipulated  
5 Protective Order, the Receiving Party must immediately (a) notify in writing the Designating  
6 Party of the unauthorized disclosures, (b) use its best efforts to retrieve all copies of the  
7 Protected Material, (c) inform the person or persons to whom unauthorized disclosures were  
8 made of all the terms of this Order, and (d) request such person or persons to execute the  
9 “Acknowledgment and Agreement To Be Bound” that is attached hereto as Exhibit A.

10                   **10. FILING PROTECTED MATERIAL.**

11                   Without written permission from the Designating Party or a court order secured  
12 after appropriate notice to all interested persons, a Party may not file in the public record in this  
13 action any Protected Material. A Party that seeks to file under seal any Protected Material must  
14 comply with Civil Local Rule 79-5.

15                   **11. FINAL DISPOSITION.**

16                   Unless otherwise ordered or agreed in writing by the Producing Party, within  
17 thirty days after the final termination of this action, including any appeals, each Receiving Party  
18 must return all Protected Material to the Producing Party. As used in this subdivision,  
19 “Protected Material” includes all copies, abstracts, compilations, summaries or any other form  
20 of reproducing or capturing any of the Protected Material. The Receiving Party may destroy  
21 some or all of the Protected Material instead of returning it. Whether the Protected Material is  
22 returned or destroyed, the Receiving Party must submit a written certification to the Producing  
23 Party (and, if not the same person or entity, to the Designating Party) by the thirty day deadline  
24 that identifies (by category, where appropriate) all the Protected Material that was returned or  
25 destroyed and that affirms that the Receiving Party has not retained any copies, abstracts,  
26 compilations, summaries or other forms of reproducing or capturing any of the Protected  
27 Material. Notwithstanding this provision, counsel are entitled to retain an archival copy of all  
28 pleadings, motion papers, transcripts (other than transcripts of deposition or other witness

1 testimony) legal memoranda, correspondence or attorney work product, even if such materials  
2 contain Protected Material. Any such archival copies that contain or constitute Protected  
3 Material remain subject to this Protective Order as set forth in Section 4 (DURATION), above.

4 **12. INADVERTENTLY PRODUCED DOCUMENTS.**

5 If a Party at any time notifies any other Party that it inadvertently produced  
6 documents, testimony, information, and/or things that are protected from disclosure under the  
7 attorney-client privilege, work product doctrine, and/or any other applicable privilege or  
8 immunity from disclosure, or the Receiving Party discovers such inadvertent production, the  
9 inadvertent production shall not be deemed a waiver of the applicable privilege or protection.  
10 The Receiving Party shall immediately return all copies of such documents, testimony,  
11 information and/or things to the inadvertently producing Party and shall not use such items for  
12 any purpose until further order of the Court. In all events, such return must occur within three  
13 (3) business days of receipt of notice or discovery of the inadvertent production. The return of  
14 any discovery item to the inadvertently producing Party shall not in any way preclude the  
15 Receiving Party from moving the Court for a ruling that the document or thing was never  
16 privileged.

17 **13. ATTORNEY RENDERING ADVICE.**

18 Nothing in this Protective Order will bar or otherwise restrict an attorney from  
19 rendering advice to his or her client with respect to this matter or from relying upon or generally  
20 referring to "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" Disclosure or Discovery  
21 Material in rendering such advice; provided however, that in rendering such advice or in  
22 otherwise communicating with his or her client, the attorney shall not reveal or disclose the  
23 specific content thereof if such disclosure is not otherwise permitted under this Protective  
24 Order.

25 **14. DISPOSITIVE MOTION HEARINGS AND TRIAL.**

26 The terms of this Protective Order shall govern in all circumstances except for  
27 presentations of evidence and argument at hearings on dispositive motions and at trial. The  
28

1 parties shall meet and confer in advance of such proceedings and seek the guidance of the Court  
2 as to appropriate procedures to govern such proceedings.

3 **15. MISCELLANEOUS.**

4 15.1 Right to Further Relief. Nothing in this Order abridges the right of any  
5 person to seek its modification by the Court in the future.

6 15.2 Right to Assert Other Objections. By stipulating to the entry of this  
7 Protective Order no Party waives any right it otherwise would have to object to disclosing or  
8 producing any information or item on any ground not addressed in this Stipulated Protective  
9 Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of  
10 the material covered by this Protective Order.

11 **IT IS SO STIPULATED.**

12 DATED: June 11, 2008

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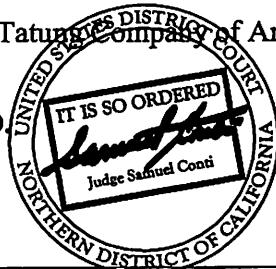
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Toshiba America Information Systems, Inc.,  
Toshiba America Consumer Products, L.L.C.,  
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Attorneys for Tatung Computer Company of America, Inc.

PURSUANT TO STIPULATION, IT IS SO ORDERED.



DATED: 6/18/08

Hon. Samuel Conti  
United States District Judge

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**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print full name], of  
\_\_\_\_\_ [print or type full address],

declare under penalty of perjury under the laws of the United States of America that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Northern District of California, San Francisco Division, in the case of In Re CATHODE RAY TUBE (CRT) ANTITRUST LITIGATION, No.: M-07-5944 SC, MDL No. 1917.

I agree to comply with and to be bound by all the terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

Date: \_\_\_\_\_

City and State (or Country) where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

Crt.060



**SCHEDULE "G":**

**CONFIDENTIAL SCHEDULE RELATING TO FUTURE SETTLEMENT  
PROTECTION**

**CONFIDENTIAL SCHEDULE REMOVED FROM PUBLIC VERSION**

No. S097394  
Vancouver Registry

In the Supreme Court of British Columbia

Between:

**Curtis Saunders and David Dagg**

Plaintiffs

and:

**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 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 Matshushita 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., Tatung Company, Tatung Company of America, Inc., Tatung Co. of Canada Inc., 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**

Defendants

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

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**ORDER MADE AFTER APPLICATION**

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via Mike Bike