CANADIAN SRAM CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT

Made as of December 8, 2011

Between

BRYAR LAW CORPORATION, DAVID BRATTON and COMMUNICATION MEGA-SAT INC.

(the "Plaintiffs")

and

MICRON TECHNOLOGY, INC., MICRON SEMICONDUCTOR PRODUCTS, INC. AND MICRON SEMICONDUCTOR CANADA, INC.

(the "Settling Defendants")

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RECITALS

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

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

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

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

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

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

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

H. WHEREAS for the purposes of settlement only and contingent on approvals by the Courts as provided for in this Settlement Agreement, the Parties have consented to certification or authorization of the Proceedings as class proceedings as against the Settling Defendants and have consented to a Settlement Class and a Common Issue in each of the Proceedings; and

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

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

SECTION 1 - DEFINITIONS

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

(1) ***Account*** means an interest bearing trust account at a Canadian Schedule 1 bank under the control of Camp Fiorante Matthews Mogerman for the benefit of Settlement Class Members.

(2) ***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.

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

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

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

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

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

(8) ***Class Period*** means January 1, 1998 to December 31, 2005.

(9) ***Common Issue*** in each Proceeding means: Did the Settling Defendants conspire to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, SRAM directly or indirectly in Canada during the Class Period?

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

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

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

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

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

(15) ***Excluded Person*** means each Defendant, the directors and officers of each Defendant, the subsidiaries or affiliates of each Defendant, the entities in which each Defendant or any of that Defendant's subsidiaries or affiliates have a controlling interest and the legal representatives,

heirs, successors and assigns of each of the foregoing, and persons who validly and timely opt-out of the Proceedings.

(16) ***Final Order*** means a final judgment entered by a Court in respect of the certification or authorization of a Proceeding as a class proceeding and the approval of this Settlement Agreement 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.

(17) ***Non-Settling Defendant*** means any Defendant that is not a Settling Defendant.

(18) ***Ontario Counsel*** means Siskinds LLP and Sutts, Strosberg LLP.

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

(20) ***Opt-Out Deadline*** means the date which is sixty (60) days after the date on which the notice of certification and settlement approval is first published.

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

(22) ***Parties*** means the Plaintiffs, Settlement Class Members and the Settling Defendants.

(23) ***Plaintiffs*** means the individuals and entities named as plaintiffs in the Proceedings as set out in Schedule A.

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

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

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

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

(28) ***Released Claims*** means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses (including Administration Expenses), penalties, and lawyers' fees (including Class Counsel Fees), known or unknown, suspected or unsuspected, in law, under statute or in equity, relating in any way to any conduct anywhere, from the beginning of time to the date hereof, in respect of the purchase, sale, pricing, discounting, marketing or distributing of SRAM 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, whether in Canada or elsewhere. However, nothing herein shall be construed to release any claims that are not related to the allegations made in the Proceedings or Other Actions, including any claims related to or in connection with dynamic random access memory or arising from any alleged product defect, breach of contract, or similar claim between the Parties relating to SRAM Products.

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

(30) ***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.

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

(32) ***Settlement Amount*** means CDN$300,000.

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

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

(35) ***Settling Defendants*** means Micron Technology, Inc., Micron Semiconductor Products, Inc. and Micron Semiconductor Canada, Inc.

(36) ***SRAM*** means all types of static random access memory sold during the Class Period, including, without limitation, high speed SRAM, low-powered SRAM, synchronous SRAM (including both Late Write and DDR synchronous SRAM), asynchronous SRAM (including asynchronous fast SRAM), pseudo SRAM (also known as PSRAM or mobile PSRAM), DDR SRAM, cellularRAM, and slow SRAM.

(37) ***SRAM Products*** means SRAM and products containing SRAM.

(38) ***U.S. Litigation*** means the class action proceeding pending in the United States District Court for the Northern District of California, under the caption In Re: Static Random Access Memory (SRAM) Antitrust Litigation 07-MDL-1819, and includes all actions transferred by the Judicial Panel for Multidistrict Litigation for coordination, all actions pending such transfer, and all actions that may be transferred in the future.

SECTION 2 - SETTLEMENT APPROVAL

2.1 Best Efforts

The Parties shall use their best efforts to effectuate this settlement and to secure the prompt, complete and final dismissal with prejudice of the Proceedings as against the Settling Defendants.

2.2 Motions for Approval

(1) The Plaintiffs shall bring motions before the Courts, as soon as practicable after the Settlement Agreement is executed, for orders approving the notices described in Section 12, certifying or authorizing each of the Proceedings commenced in their respective jurisdictions as a class proceeding (for settlement purposes) and approving this Settlement Agreement.

(2) The Ontario order certifying the Proceeding and approving the Settlement Agreement referred to in Section 2.2(1) shall be substantially in the form attached hereto as Schedule *B*. The Quebec and British Columbia orders authorizing or certifying the Proceedings and

approving the Settlement Agreement referred to in Section 2.2(1) shall be agreed upon by the Parties and shall mirror the substance and, where possible, the form of the Ontario order.

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

2.3 Pre-Motion Confidentiality

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

SECTION 3 - SETTLEMENT BENEFITS

3.1 Payment of Settlement Amount

(1) The Settling Defendant shall pay the Settlement Amount to BC Counsel for deposit into the Account, in full satisfaction of the Released Claims against the Releasees, within 30 days of the Effective Date.

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

(3) BC Counsel shall maintain the Account as provided for in this Settlement Agreement. BC Counsel shall not pay out all or any part of the monies in the Account, except in accordance with this Settlement Agreement, or in accordance with an order of the Courts obtained after notice to the Settling Defendants.

3.2 Taxes and Interest

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

(2) Subject to Section 3.2(3), all Canadian taxes payable on any interest which accrues on the Settlement Amount in the Account or otherwise in relation to the Settlement Amount shall be the responsibility of the Settlement Classes. Class Counsel shall be solely responsible to fulfill all

tax reporting and payment requirements arising from the Settlement Amount in the 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 Account.

(3) The Settling Defendants shall have no responsibility to make any filings relating to the Account and will have no responsibility to pay tax on any income earned by the Settlement Amount or pay any taxes on the monies in the Account, unless this Settlement Agreement is terminated, in which case the interest earned on the Settlement Amount in the Account shall be paid to the Settling Defendants who, in such case, shall be responsible for the payment of all taxes on such interest.

3.3 Intervention in the U.S. Litigation

(1) The Settling Defendants shall not oppose any application by or on behalf of the Plaintiffs to intervene in the U.S. Litigation in order to gain access to discovery documents and other documents and information subject to protective order.

SECTION 4 – COOPERATION

4.1 Extent of Cooperation

(1) Within thirty (30) days of the Date of Execution, or at a time mutually agreed upon by the Parties, the Settling Defendants shall:

(a) make reasonable best efforts to provide existing electronic transactional data for sales by the Settling Defendants of SRAM delivered in Canada, if any, during the Class Period, to the extent that such data has not previously been provided pursuant to Section 13.2(1). Counsel for the Settling Defendants agree to be reasonably available as necessary to respond to Class Counsel's questions regarding the electronic transactional data produced by the Settling Defendants; and

(b) produce any pre-existing documents produced by the Settling Defendants in the U.S. Litigation including, but not limited to, (i) any documents provided to counsel for the plaintiffs in the U.S Litigation pursuant to any settlement

agreement entered into between the plaintiffs in the U.S. Litigation and the Settling Defendants and (ii), to the extent not included in the foregoing, provided by the Settling Defendant to the United States Department of Justice, the European Commission, the Competition Bureau, or any other state, federal or international government or administrative agency, without geographic limitation, concerning the allegations raised in the Proceedings, but excluding any documents produced or deemed to be produced in the U.S. Litigation by reason of having been produced in litigation relating to Dynamic Random Access Memory, provided that the Settling Defendants shall not be required to produce any such documents pursuant to this Settlement Agreement until 30 days after they have been produced by the Settling Defendants in the U.S. Litigation.

(2) The Settling Defendants understand and agree that despite any court order or implied undertaking governing their use, the Plaintiffs can use any documents that the Settling Defendants have produced or will produce in *Pro-Sys v. Infineon* for the prosecution of the claims in the Proceedings.

(3) The obligation to produce documents pursuant to this Section shall be a continuing obligation to the extent documents are produced by the Settling Defendants in the U.S. Litigation following the initial productions pursuant to this Settlement Agreement. The Settling Defendants make no representation that they have, can or will produce a complete set of documents within any of the categories of information or documents described herein, and the failure to do so shall not constitute a breach or violation of this Settlement Agreement.

(4) Nothing in this Settlement Agreement shall be construed to require the Settling Defendant to perform any act, including the transmittal or disclosure of any information, which would violate any federal, provincial, state, local privacy law, or any other law of any jurisdiction.

(5) Nothing in this Settlement Agreement shall require, or shall be construed to require, the Settling Defendants to disclose or produce any documents or information prepared by or for counsel for the Settling 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 Settling Defendant.

(6) If any documents protected by any privilege and/or any privacy law or other rule or law of this or any applicable jurisdiction are accidentally or inadvertently produced, such documents shall be promptly returned to the Settling Defendants 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 Defendants, 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.

(7) The Settling Defendants' obligations to cooperate as particularized in this Section shall not be affected by the release provisions contained in Section 8 of this Settlement Agreement. The Settling Defendants' obligations to cooperate shall cease at the date of final judgment in the Proceedings against all Defendants. In the event the Settling Defendants materially breach this Section, Class Counsel may move before the Courts to either enforce the terms of this Settlement Agreement or set aside the approval of this Settlement Agreement or part thereof.

(8) A material factor influencing the Settling Defendants' decision to execute this Settlement Agreement is its desire to limit the burden and expense of this litigation. Accordingly, Class Counsel agree to exercise good faith in seeking cooperation from the Settling Defendants and to avoid seeking information that is unnecessary, cumulative or duplicative and agree otherwise to avoid imposing undue or unreasonable burden or expense on the Settling Defendant.

(9) Subject to the rules of evidence, any court order with respect to confidentiality and the other provisions of this Settlement Agreement, the Settling Defendant agrees to produce at trial or through acceptable affidavits or other testimony in the Proceeding (including in relation to the certification motion), representatives qualified to establish for admission into evidence any of the Settling Defendants' documents and information provided as cooperation pursuant to this Settlement Agreement, and agrees to authenticate documents produced by the Defendants that were created by, sent to, or received by the Settling Defendants.

4.2 Limits on Use of Documents

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

(2) It is further understood and agreed that any documents provided by the Settling Defendants may be confidential and may be designated "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" by the Settling Defendants (or may have already been so designated in the U.S. Litigation). Any such documents will be treated in a manner consistent with the Stipulated Protective Order granted in the U.S. Litigation and attached hereto as Schedule C.

SECTION 5 - DISTRIBUTION OF THE SETTLEMENT AMOUNT AND ACCRUED INTEREST

5.1 Distribution Protocol

(1) After the Effective Date, 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) 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

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

SECTION 6- OPTING OUT

6.1 Procedure

(1) A person may opt-out of the Proceedings by sending a written election to opt-out, signed by the person or the person's designee, by pre-paid mail, courier or fax to the Claims Administrator at an address to be identified in the notice contemplated by section 12 of this Settlement Agreement.

(2) An election to opt-out will only be effective if it is actually received by the Claims Administrator on or before the Opt-Out Deadline.

(3) In addition to a written election to opt-out, a person who wishes to opt-out must provide to the Claims Administrator, on or before the Opt-Out Deadline:

(a) the person's full name, current address and telephone number; and

(b) the name(s) of each entity from whom the person purchased SRAM Products during the Class Period.

6.2 Opt-Out Report

The Claims Administrator shall use the information provided by the Settling Defendant pursuant to section 13.2 to supplement and confirm the information received pursuant to section 5.1(3). Within thirty (30) days of the Opt-Out Deadline, the Claims Administrator shall provide to the Settling Defendant and Class Counsel, to the extent that such information is known by the Claims Administrator, the following information in respect of each person, if any, who has opted out of the Proceedings:

(a) the person's full name, current address and telephone number;

(b) the reasons for opting out;

(c) the name(s) of each entity from whom the person purchased SRAM Products during the Class Period; and

(d) a copy of all information provided by that person in the opting-out process.

SECTION 7 - TERMINATION OF SETTLEMENT AGREEMENT

7.1 Right of Termination

(1) In the event that:

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

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

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

(d) any person validly and timely opts out of the Proceedings,

the Settling Defendants shall have the right to terminate this Settlement Agreement and, except as provided for in Section7.4, if the Settling Defendants exercise their right to terminate, the Settlement Agreement shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.

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

(a) Class Counsel's fees and disbursements,

(b) the Distribution Protocol,

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

(d) the provisions of the bar order set out in Section 9.1(b) below

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.

7.2 If Settlement Agreement is Terminated

(1) If this Settlement Agreement is terminated:

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

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

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

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

7.3 Allocation of Monies in the Account Following Termination

If the Settlement Agreement is terminated, BC Counsel shall return to the Settling Defendant all monies in the Account including interest, but less the costs of notice expended in accordance with Sections 12 and 14, within thirty (30) business days of the relevant termination event in Section 7.1.

7.4 Survival of Provisions After Termination

(1) If this Settlement Agreement is terminated, the provisions of Sections 3.2(3), 4.1(5), 7.2(1), 7.3, 7.4, 10.1, 10.2 and 13.2(4), and the definitions and Schedules applicable thereto shall survive the termination and continue in full force and effect. The definitions and Schedules shall survive only for the limited purpose of the interpretation of Sections 3.2(3), 4.1(5), 7.2(1), 7.3, 7.4, 10.1, 10.2 and 13.2(4) within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

(2) The Settling Defendants and Plaintiffs expressly reserve all of their respective rights if this Settlement Agreement does not become effective or if this Settlement Agreement is terminated.

SECTION 8 - RELEASES AND DISMISSALS

8.1 Release of Releasees

Upon the Effective Date, and in consideration of payment of the Settlement Amount, and for other valuable consideration set forth in the Settlement Agreement, the Releasors forever and absolutely release the Releasees from the Released Claims that any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have.

8.2 Release by Releasees

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

8.3 Covenant Not To Sue

Notwithstanding Section 8.1, for any Settlement Class Members resident in any province or territory where the release of one tortfeasor is a release of all other tortfeasors, the Releasors do not release the Releasees but instead covenant and undertake not to make any claim in any way or to threaten, commence, or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims.

8.4 No Further Claims

The Releasors shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any Releasee or any other person who may claim contribution or indemnity from any Releasee in respect of any Released Claim or any matter related thereto, except for the continuation of the Proceedings against the Non-Settling Defendants or unnamed co-conspirators.

8.5 Dismissal of the Proceedings

The Proceedings shall be dismissed with prejudice and without costs as against the Settling Defendants.

8.6 Dismissal of Other Actions

(1) Each Settlement Class Member shall be deemed to consent to the dismissal, without costs and with prejudice, of his, her or its Other Actions against the Releasees.

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

SECTION 9 - BAR ORDER AND OTHER CLAIMS

9.1 Bar Order

A bar order shall be granted by each of the Courts 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, by any Non-Settling Defendant or any other person or party, against a Releasee, or by a Releasee against any Non-Settling Defendant, are barred, prohibited and enjoined in accordance with the terms of this Section (unless such claim is made in respect of a claim by a person who has validly opted out of the Proceedings);

(b) if the Courts ultimately determine that there is a right of contribution and indemnity among the Defendants, the Plaintiffs and the Settlement Class Members shall restrict their joint and several claims against the Non-Settling Defendants such that the Plaintiffs and the Settlement Class Members shall be entitled to claim and recover from the Non-Settling Defendants on a joint and several basis only those damages (including punitive damages) or restitutionary awards arising from and allocable to the sales and/or conduct of the Non-Settling Defendants;

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

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

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

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

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

(d) The Settling Defendants retain all rights to oppose any motion brought pursuant to Section 9.1(c), including any such motion brought at trial seeking an order requiring the Settling Defendant to produce a representative to testify at trial;

(e) on any motion brought pursuant to Section 9.1(c), the Court may make such Orders as to costs and other terms as it considers appropriate;

(f) to the extent that such an order is granted and discovery is provided to a Non-Settling Defendant, a copy of all discovery provided, whether oral or documentary in nature, shall timely be provided by the Settling Defendants to the Plaintiffs and Class Counsel to the extent and on the terms set out in the order;

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

(h) a Non-Settling Defendant may effect service of the motion(s) referred to in Section 9.1(c) on a Settling Defendant by service on counsel of record for the Settling Defendants in the Proceedings.

9.2 Claims Against Other Entities Reserved

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

SECTION 10 - EFFECT OF SETTLEMENT

10.1 No Admission of Liability

Whether or not this Settlement Agreement is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by the Settling Defendants, or of the truth of any of the claims or allegations contained in the Proceedings or any other pleading filed by the Plaintiffs.

10.2 Agreement Not Evidence

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, or to defend against the assertion of Released Claims, or as otherwise required by law.

10.3 No Further Litigation

No Class Counsel, nor anyone currently or hereafter employed by, associated with, or a partner with Class Counsel, may directly or indirectly participate or be involved in or in any way assist with respect to any claim made or action commenced by any person which relates to or arises from the Released Claims, except in relation to the continued prosecution of the Proceedings against any Non-Settling Defendant or unnamed co-conspirators. Moreover, these persons may not divulge to anyone for any purpose any information obtained in the course of the Proceedings or the negotiation and preparation of this Settlement Agreement, except to the extent such information is otherwise publicly available or unless ordered to do so by a court.

SECTION 11 - CERTIFICATION OR AUTHORIZATION FOR SETTLEMENT ONLY

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

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

SECTION 12- NOTICE TO SETTLEMENT CLASSES

12.1 Notices Required

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) the certification or authorization of the Proceedings as class proceedings and the approval of this Settlement Agreement if granted by the Courts.

12.2 Form and Distribution of Notices

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

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

SECTION 13 - ADMINISTRATION AND IMPLEMENTATION

13.1 Mechanics of Administration

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.

13.2 Information and Assistance

(1) The Settling Defendants will make reasonable best efforts to compile a list of the names and addresses of persons, if any, in Canada who purchased SRAM from them or from the Releasees during the Class Period and the Purchase Price paid by each such person for such purchases.

(2) The information required by Section 13.2(1) shall be delivered to the Class Counsel within fifteen (15) business days of the Date of Execution, or at least five (5) days in advance of the first publication of the notices required in Section 12.1, whichever is earlier.

(3) Class Counsel may use the information provided under Section 13.2(1) to advise persons in Canada who purchased SRAM Products from the Settling Defendants or the Releasees during the Class Period of this Settlement Agreement and the date of the approval hearings before the Courts, to facilitate the claims administration process established in accordance with Section 5 of this Settlement Agreement, or as otherwise authorized in Section 4.

(4) All information provided by the Settling Defendant pursuant to Section 13.2(1) shall be dealt with in accordance with Section 4. If this Settlement Agreement is terminated, all information provided by the Settling Defendant pursuant to Section 13.2(1) shall be dealt with in accordance with Section 7.2(1)(d) and no record of the information so provided shall be retained by Class Counsel in any form whatsoever.

SECTION 14 - CLASS COUNSEL FEES AND ADMINISTRATION EXPENSES

(1) The costs of the notices referred to in Section 12 of this Settlement Agreement shall be paid by Class Counsel or the Claims Administrator, if one has been appointed by the Courts, out of the Account.

(2) Class Counsel may seek the Courts' approval to pay Class Counsel Fees and Administration Expenses contemporaneous with seeking approval of this Settlement Agreement.

(3) Except as provided in Section 14(1), Class Counsel Fees and Administration Expenses may only be paid out of the Account after the Effective Date.

(4) Class Counsel reserve the right to bring motions to the Courts for payment out of the Account for any future adverse cost awards to a maximum of CDN$75,000 and future disbursements to a maximum of CDN$75,000.

(5) The Settling Defendants shall not be liable for any fees, disbursements or taxes of any of Class Counsel's, the Plaintiffs' or Settlement Class Members' respective lawyers, experts, advisors, agents, or representatives.

SECTION 15 - MISCELLANEOUS

15.1 Motions for Directions

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

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

15.2 Releasees Have No Liability for Administration

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

15.3 Headings, etc.

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.

15.4 Computation of Time

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, the act may be done on the next day that is not a holiday.

15.5 Ongoing Jurisdiction

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

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

15.6 Governing Law

This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario.

15.7 Entire Agreement

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.

15.8 Amendments

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

15.9 Binding Effect

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

the Plaintiffs shall be binding upon all Releasors and each and every covenant and agreement made herein by the Settling Defendants shall be binding upon all of the Releasees.

15.10 Counterparts

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

15.11 Negotiated Agreement

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.

15.12 Language

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.

15.13 Transaction

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

15.14 Recitals

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

15.15 Schedules

The Schedules annexed hereto form part of this Settlement Agreement.

15.16 Acknowledgements

Each of the Parties hereby affirms and acknowledges that:

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

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

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

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

15.17 Authorized Signatures

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.

15.18 Notice

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 Plaintiffs and for Class Counsel:

Charles M. Wright

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

Telephone: 519-660-7753
Facsimile: 519-672-6065

Email: charles.wright@siskinds.com

Reidar Mogerman

Camp Fiorante Matthews Mogerman
#400 - 856 Homer Street
Vancouver, BC V6B 2W5

Telephone: 604-689-7555
Facsimile: 604-689-7554
Email: rmogerman@cfmlawyers.ca

Simon Hébert

Siskinds Desmeules s.e.n.c.r.l.
Les promenades du Vieux-Quebec
43 rue Buade, bureau 320
Quebec City, QC G1R 4A2

Telephone: 418-694-2009
Facsimile: 418-694-0281
Email: simon.hebert@siskindsdesmeules.com

For Settling Defendants:

David Kent

McMillan LLP
Brookfield Place, Suite 4400
181 Bay Street
Toronto, ON M5J 2T3

Telephone: 416.865.7143
Facsimile: 416.865.7048
Email: david.kent@mcmillan.ca

15.19 Date of Execution

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

David Bratton

By: _____ for
Name: Siskinds LLP
Title: Ontario Counsel

By: _____
Name: Sutts, Strosberg LLP
Title: Ontario Counsel

Communication Méga-Sat Inc.

By: Siskinds Desmeules sencrl
Name: Siskinds Desmeules s.e.n.c.r.l.
Title: Quebec Counsel par

Bryar Law Corporation

By: _____
Name: Camp Fiorante Matthews Mogerman
Title: BC Counsel

Micron Technology, Inc., Micron Semiconductor Products, Inc. and Micron Semiconductor Canada, Inc.

By: McMillan LLP
Name: McMillan LLP
Title: Canadian Counsel par

SCHEDULE A – PROCEEDINGS

Proceeding	Plaintiffs	Defendants	Settlement Class
Ontario Superior Court of Justice Court File No. 54055CP (the "Ontario Action")	David Bratton	Samsung Electronics Co. Ltd., Samsung Semiconductor, Inc., Samsung Electronics Canada Inc., Hynix Semiconductor, Inc., Hynix Semiconductor America, Inc., Micron Technology, Inc., Micron Semiconductor Canada, Inc., Micron Semiconductor Products, Inc., NEC Corporation, NEC Electronics America, Inc., Cypress Semiconductor, Corporation, Cypress Semiconductor, Inc., Alliance Semiconductor Corporation, Alliance Memory, Inc., Fujitsu Ltd., Fujitsu Canada, Inc., Fujitsu America, Inc., Etron Technology America, Inc., GSI Technology, Inc., Hitachi Ltd., Hitachi Canada, Ltd., Hitachi America Ltd., International Business Machines Corporation, IBM Canada Ltd., Integrated Device Technology, Inc., Integrated Silicon Solution, Inc., Mitsubishi Electric Corporation, Mitsubishi Electric Sales Canada Inc., Mitsubishi Electric & Electronics USA, Inc., Seiko Epson Corporation, Epson Canada, Limited, Epson America, Inc., Epson Electronics America, Inc., Renesas Technology Corporation, Renesas Technology Canada Limited, Renesas Technology America, Inc., Sharp	All persons in Canada who purchased SRAM or products which contained SRAM during the Class Period, except the Excluded Persons and persons who are included in the Quebec Class and the BC Class.

Proceeding	Plaintiffs	Defendants	Settlement Class
		Corporation, Sharp Electronics Corporation, Sharp Electronics of Canada Ltd., Sony Corporation, Sony of Canada Ltd., Sony Corporation of America, Sony Electronics, Inc., STMicroelectronics N.V., STMicroelectronics Inc., STMicroelectronics, Inc., Toshiba Corporation, Toshiba of Canada Limited, Toshiba America Corporation, Toshiba America Electronic Components, Inc. and Winbond Electronics Corporation America, Inc.	
Superior Court of Quebec (District of Quebec), File No. 200-06-000083-074 (the "Quebec Action")	Communication Méga-Sat Inc.	NEC Corporation, NEC Electronics America, Inc., Samsung Electronics Co. Ltd., Samsung Semiconductor, Inc., Samsung Electronics Canada Inc., Hitachi America Ltd., Hitachi Ltd., Hitachi Canada, Ltd., Hynix Semiconductor, Inc., Hynix Semiconductor America, Inc., Micron Semiconductor Products, Inc., Micron Technology, Inc., Micron Semiconductor Canada, Mitsubishi Electric & Electronics USA, Inc., Mitsubishi Electric Corporation, Mitsubishi Electric Sales Canada Inc., Renesas Technology America, Inc., Renesas Technology Corporation, Renesas Technology Canada Limited, Toshiba America Corporation, Toshiba America Electronic Components, Inc., Toshiba	All (i) individuals in Quebec and (ii) legal persons resident in Quebec established for a private interest, partnership or association which had under its direction or control no more than 50 persons bound to it by a contract of employment who purchased SRAM or products which contained SRAM during the Class Period, except the Excluded Persons.

Proceeding	Plaintiffs	Defendants	Settlement Class
		Corporation, Toshiba Du Canada Ltée., Windbond Electronics Corporation America, Inc. Cypress Semiconductor Corporation, Cypress Semiconductor, Inc., Alliance Semiconductor Corporation, Alliance Memory, Inc., Fujitsu Ltd., Fujitsu Canada, Inc., Fujitsu America, Inc., Etron Technology America Inc., GSI Technology Inc., International Business Machines Corporation (IBM), IBM Canada Ltd., Integrated Device Technology, Inc., Integrated Silicon Solution, Inc., Seiko Epson Corporation, Epson Canada Limited, Epson America, Inc., Epson Electronics America, Inc., Sharp Corporation, Sharp Electronics Corporation, Sharp Electronics of Canada Ltd., Sony Corporation, Sony Du Canada Ltée., Sony Corporation of America, Sony Electronics, Inc., STMicroelectronics N.V., STMicroelectronics Inc. and STMicroelectronics Inc.	
British Columbia Supreme Court File No. S-070350 (Vancouver Registry), (the "BC Action")	Bryar Law Corporation	Samsung Electronics Co. Ltd., Samsung Semiconductor, Samsung Electronics Canada Inc., Hynix Semiconductor, Inc., Hynix Semiconductor America, Inc., Micron Technology, Inc., Micron Semiconductor Canada,	All persons resident in British Columbia who purchased SRAM or products which contained SRAM during the Class Period, except the Excluded Persons.

Proceeding	Plaintiffs	Defendants	Settlement Class
		Micron Semiconductor Products, Inc., Cypress Semiconductor Corporation, Cypress Semiconductor, Inc., Etron Technology, Inc., Etron Technology America, Inc., Mitsubishi Electric Corporation, Mitsubishi Electric Sales Canada Inc., Mitsubishi Electric & Electronics USA, Inc., Renesas Electronics Corporation fka Renesas Technology Corporation, Renesas Electronics Canada Limited fka Renesas Technology Canada Limited, Renesas Electronics America Inc. fka Renesas Technology America, Inc., NEC Electronics America, Inc., Toshiba Corporation, Toshiba of Canada Limited, Toshiba America Corporation and Toshiba America Electronic Components, Inc.,	

Court File No. 54055CP

ONTARIO
SUPERIOR COURT OF JUSTICE

The Honourable	)	, the	day
	)		
Justice Perell	)	of	, 2012

Between:

DAVID BRATTON

Plaintiff

-and-

SAMSUNG ELECTRONICS CO. LTD., SAMSUNG SEMICONDUCTOR, INC., SAMSUNG ELECTRONICS CANADA INC., HYNIX SEMICONDUCTOR, INC., HYNIX SEMICONDUCTOR AMERICA, INC., MICRON TECHNOLOGY, INC., MICRON SEMICONDUCTOR CANADA, MICRON SEMICONDUCTOR PRODUCTS, INC., NEC CORPORATION, NEC ELECTRONICS AMERICA, INC., CYPRESS SEMICONDUCTOR, CORPORATION, CYPRESS SEMICONDUCTOR, INC., ALLIANCE SEMICONDUCTOR CORPORATION, ALLIANCE MEMORY, INC., FUJITSU LTD., FUJITSU CANADA, INC., FUJITSU AMERICA, INC., ETRON TECHNOLOGY AMERICA, INC., GSI TECHNOLOGY, INC., HITACHI LTD., HITACHI CANADA, LTD., HITACHI AMERICA LTD., INTERNATIONAL BUSINESS MACHINES CORPORATION, IBM CANADA LTD., INTEGRATED DEVICE TECHNOLOGY, INC., INTEGRATED SILICON SOLUTION, INC., MITSUBISHI ELECTRIC CORPORATION, MITSUBISHI ELECTRIC SALES CANADA INC., MITSUBISHI ELECTRIC & ELECTRONICS USA, INC., SEIKO EPSON CORPORATION, EPSON CANADA, LIMITED, EPSON AMERICA, INC., EPSON ELECTRONICS AMERICA, INC., RENESAS TECHNOLOGY CORPORATION, RENESAS TECHNOLOGY CANADA LIMITED, RENESAS TECHNOLOGY AMERICA, INC., SHARP CORPORATION, SHARP ELECTRONICS CORPORATION, SHARP ELECTRONICS OF CANADA LTD., SONY CORPORATION, SONY OF CANADA LTD., SONY CORPORATION OF AMERICA, SONY ELECTRONICS, INC., STMICROELECTRONICS N.V., STMICROELECTRONICS INC, STMICROELECTRONICS, INC, TOSHIBA CORPORATION, TOSHIBA OF CANADA LIMITED, TOSHIBA AMERICA CORPORATION, TOSHIBA AMERICA ELECTRONIC COMPONENTS, INC., WINBOND ELECTRONICS CORPORATION AMERICA, INC.

Defendants

Proceeding under the Class Proceedings Act, 1992

ORDER

THIS MOTION made by the Plaintiff for an Order certifying this action as a class proceeding for settlement purposes as it relates to Micron Technology, Inc., Micron

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

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

AND ON BEING ADVISED that the Plaintiffs and the Settling Defendants consent to this Order and the Non-Settling Defendants take no position on this Order;

1. **THIS COURT ORDERS** that, in addition to the definitions used elsewhere in this Order, the definitions set out in the Settlement Agreement shall apply to and are incorporated into this Order. The following definitions shall also apply in this Order:

   (a) "Proportionate Liability" means the proportion of any judgment that, had the Settling Defendants not settled, a court or other arbiter would have apportioned to the Settling Defendants and/or Releasees, whether pursuant to *pro rata*, proportionate fault, *pro tanto*, or another method; and

   (b) "Action" means the proceeding commenced by David Bratton in the form of a Statement of Claim filed in the Ontario Court (London Registry) (Court File No. 54055 CP), filed on May 2, 2007.

2. **THIS COURT ORDERS** that this Action be certified as a class proceeding as against the Settling Defendants for settlement purposes only.

3. **THIS COURT ORDERS** that the Settlement Class be defined as:

   > All persons in Canada who purchased static random access memory ("SRAM") or products containing SRAM between January 1, 1998 and December 31, 2005 (the "Class Period"), except the Excluded Persons and persons who are included in the Quebec Class and the BC Class.

4. **THIS COURT ORDERS** that David Bratton be appointed as the representative plaintiff for the Settlement Class.

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

> Did the Settling Defendants conspire to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, SRAM directly or indirectly in Canada during the Class Period?

6. **THIS COURT DECLARES** that the Settlement Agreement is fair, reasonable and in the best interests of the Settlement Class.

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

8. **THIS COURT DECLARES** that the Settlement Agreement is incorporated by reference into and forms part of this Order. Where any term of this Order and the Settlement Agreement conflict, the term contained in this Order shall govern.

9. **THIS COURT DECLARES** that Settlement Class Members who wish to opt-out of this Action must do so by sending a written election to opt-out, together with the information required in the Settlement Agreement, to the Claims Administrator, postmarked on or before the date which is sixty (60) days from the date of the first publication of the Notice of Certification and Settlement Approval.

10. **THIS COURT ORDERS** that any Settlement Class Member who has validly opted-out of this Action is not bound by the Settlement Agreement and shall no longer participate or have the opportunity in the future to participate in this Action.

11. **THIS COURT ORDERS AND DECLARES** that, upon the Effective Date, each Settlement Class Member who has not validly opted out of this Action 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.

12. **THIS COURT ORDERS AND DECLARES** that, upon the Effective Date, each Other Action commenced in Ontario by any Settlement Class Member who has not validly opted out of this Action shall be and is hereby dismissed against the Releasees, without costs and with prejudice.

13. **THIS COURT ORDERS AND DECLARES** that this Order, including the Settlement Agreement, is binding upon each Settlement Class Member who has not validly opted out of this Action including those persons who are minors or mentally incapable and the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure* are dispensed with in respect of this Action.

14. **THIS COURT ORDERS AND DECLARES** that, upon the Effective Date, each Releasor who has not validly opted out of this Action has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.

15. **THIS COURT ORDERS** that, upon the Effective Date, each Releasor who has not validly opted out of this Action shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any Releasee or any other person who may claim contribution or indemnity from any Releasee in respect of any Released Claim or any matter related thereto, except for the continuation of the Proceedings against the Non-Settling Defendants or unnamed co-conspirators.

16. **THIS COURT ORDERS AND DECLARES** that, upon the Effective Date, the Releasees have released and shall be conclusively deemed to have forever and absolutely released each of the other from any and all claims for contribution and indemnity with respect to the Released Claims.

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

18. **THIS COURT ORDERS AND DECLARES** that, upon the Effective Date, each Settlement Class Member who is resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors covenants and undertakes not to make any

claim in any way nor to threaten, commence, or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims.

19. **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 a Proceeding, by any Non-Settling Defendant or any other person or party, against a Releasee, or by a Releasee against any Non-Settling Defendant, are barred, prohibited and enjoined in accordance with the terms of this Order (unless such claim is made in respect of a claim by a person who has validly opted-out of this Action).

20. **THIS COURT ORDERS** that if, in the absence of paragraph 20 hereof, the Non-Settling Defendants would have the right to make claims for contribution and indemnity or other claims over, whether in equity or in law, by statute or otherwise, from or against the Releasees,

(a) the Plaintiffs and the Settlement Class Members shall not be entitled to claim or recover from the Non-Settling Defendants that portion of any damages (including punitive damages, if any), restitutionary award, disgorgements of profits, interest and costs (including investigative costs claimed pursuant to s. 36 of the *Competition Act*) awarded in respect of any claim(s) on which judgment is entered that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;

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

21. **THIS COURT ORDERS** that if, in the absence of paragraph 21 hereof, the Non-Settling Defendants would not have the right to make claims for contribution and indemnity or other claims over, whether in equity or in law, by statute or otherwise, from or against the Releasees, then nothing in this Order is intended to or shall limit, restrict or affect any arguments which the Non-Settling Defendants may make regarding the reduction of any judgment against them in the Action.

22. **THIS COURT ORDERS** that, subject to paragraph 23 hereof, a Non-Settling Defendant may, on motion to the Court determined as if the Settling Defendants remained a party to this Action, and on at least ten (10) days notice to counsel for the Settling Defendants and determined as if the Settling Defendants were parties to the Action, and not to be brought unless and until the Action against the Non-Settling Defendants has been certified and all appeals or times to appeal have been exhausted, seek Orders for the following:

    (i) documentary discovery and an affidavit of documents in accordance with the *Rules of Civil Procedure*, RRO 1990, Reg. 194 from the Settling Defendants;

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

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

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

23. THIS COURT ORDERS that the Settling Defendants retain all rights to oppose such motion(s) brought under paragraph 22 hereof. Notwithstanding any provision in this Order, on any motion brought pursuant to paragraph 22, the Court may make such Orders as to costs and other terms as it considers appropriate.

24. **THIS COURT ORDERS** that a Non-Settling Defendant may effect service of the motion(s) referred to in paragraph 22 above on the Settling Defendants by service on counsel of record for the Settling Defendant in this Action.

25. **THIS COURT ORDERS** that, for purposes of enforcement of this Order, this Court will retain an ongoing supervisory role and the Settling Defendants will attorn to the jurisdiction of this Court for these purposes but does not hereby attorn to the jurisdiction of any other court or of this Court for any other purpose.

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

27. **THIS COURT ORDERS** that the Releasees have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement.

28. **THIS COURT ORDERS** that the Settlement Amount be held in trust for the benefit of the Settlement Class, pending further order of the Court, which shall be sought by the Plaintiffs on a motion in the Action brought on notice to the Settling Defendants.

29. **THIS COURT ORDERS** that any documents provided by the Settling Defendant to the Plaintiffs pursuant to the Settlement Agreement may be designated "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" by the Settling Defendants (or may have already been so designated in the U.S. Litigation) and that any such documents will be treated in a manner consistent with the Stipulated Protective Order granted in the U.S. Litigation and attached hereto as **Schedule "B"**.

30. **THIS COURT ORDERS AND ADJUDGES** that the Action be and is hereby dismissed against the Settling Defendants without costs and with prejudice.

31. **THIS COURT ORDERS** that approval of the Settlement Agreement is contingent upon approval by the Quebec Court and the British Columbia Court and this Order shall have no force and effect if such approval is not secured in Quebec and British Columbia.

Date:

_____

(Signature of judge, officer or registrar)

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

IN RE STATIC RANDOM ACCESS MEMORY (SRAM) ANTITRUST LITIGATION	Master Docket File: M:07-CV-01819-CW MDL No. 1819
This Document Relates to: **ALL ACTIONS**	PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, competitive, or private 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 treatment as confidential. 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 procedures that must be followed and reflects the standards that will be applied when a party seeks permission from the court to file material under seal.

2. DEFINITIONS

2.1 Party: any party to this action, including all of its officers, directors, employees, consultants, retained experts, and outside counsel (and their support staff).

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

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

2.4 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or Items: extremely sensitive "CONFIDENTIAL" Information or Items whose disclosure to another Party or non-party would create a substantial risk of serious injury that could not be avoided by less restrictive means.

2.5 Receiving Party: a Party that receives Disclosure or Discovery Material

from a Producing Party.

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

2.7 Designating Party: a Party or non-party that designates information or items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

2.8 Protected Material: any Disclosure or Discovery Material that is designated as "CONFIDENTIAL" or as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

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

2.10 House Counsel: attorneys, paralegals and other legal department personnel who are employees of a Party.

2.11 Counsel (without qualifier): Outside Counsel and House Counsel (as well as their support staffs).

2.12 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation, including his or her employees and support personnel, who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this action and who is not a past or a current employee of a Party or of a competitor of a Party and who, at the time of retention, is not anticipated to become an employee of a Party or a competitor of a Party. This definition includes a professional jury or trial consultant retained in connection with this litigation.

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

3. SCOPE

The protections conferred by this Stipulated Protective Order cover not only Protected Material (as defined above), but also any information copied or extracted therefrom, as well as

all copies, excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations by parties or counsel to or in court or in other settings that might reveal Protected Material.

4. DURATION

Even after the termination of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Designating Party must take care to limit any such designation to specific material that qualifies under the appropriate standards. A Designating Party must take care to designate for protection only those parts of material, documents, items, or oral or written communications that qualify - so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified, or that have been made for an improper purpose (e.g., to unnecessarily encumber or retard the case development process, or to impose unnecessary expenses and burdens on other parties), expose the Designating Party to sanctions. Notwithstanding the foregoing, Defendants producing Materials pursuant to the Court's Case Management Order No. 1, may designate such Material as "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY" at the time of production, subject to redesignating such documents appropriately in accordance with this Stipulated Protective Order after production.

If it comes to a Party's or non-party's attention that information or items that it designated for protection do not qualify for protection at all, or do not qualify for the level of protection initially asserted, that Party or non-party must promptly notify all other parties that it is withdrawing the mistaken designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a), below), or as otherwise stipulated or

ordered, material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (apart from transcripts or depositions or other pretrial or trial proceedings), that the Producing Party affix the legend "CONFIDENTIAL" of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" on each page that contains Protected Material. Use of the legend "HIGHLY CONFIDENTIAL" shall be construed as and shall have the same meaning and effect of use of the legend "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

A Party or non-party that makes original documents or materials available for inspection need not designate them for protection until after the inspecting Party has indicated which material it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order, then, before producing the specified documents, the Producing Party must affix the appropriate legend ("CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY") on each page that contains Protected Material.

(b) for testimony given in deposition or in other pretrial or trial proceedings, that the Party or non-party offering or sponsoring the testimony identify on the record, before the close of the deposition, hearing, or other proceeding, all protected testimony, and further specify any portions of the testimony that qualify as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." When it is impractical to identify separately each portion of testimony that is entitled to protection, and when it appears that substantial portions of the testimony may qualify for protection, the Party or non-party that sponsors, offers, or gives the testimony may invoke on the record (before the deposition or proceeding is concluded) a right to identify the specific portions of the testimony as to which protection is sought and to specify the

level of protection being asserted ("CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY"), no later than the time when review by the witness and corrections to the transcript shall be due. Only those portions of the testimony that are appropriately designated for protection within the time specified above shall be covered by the provisions of this Stipulated Protective Order.

Transcript pages containing Protected Material must be separately bound by the court reporter, who must affix to the top of each such page the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," as instructed by the Party or non-party offering or sponsoring the witness or presenting the testimony.

(c) for information produced in some form other than documentary, and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information or items are stored the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." If only portions of the information or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected portions, specifying whether they qualify as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. If material is appropriately designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" after the material was initially produced, the Receiving Party, on timely notification of the designation, must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

5.4 Upward Designation of Information or Items Produced by Other Parties or Non-Parties. Subject to the standards of paragraph 5.1, a Party may upward designate (i.e., change any Discovery Material produced without a designation to a designation of

"CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY" or designate any Discovery Material produced as "CONFIDENTIAL" to a designation of "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY") any Discovery Material produced by any other Party or non-Party, provided that said Discovery Material contains the upward designating Party's own confidential, proprietary, competitive or private information.

Upward designation shall be accomplished by providing written notice to all Parties identifying (by Bates number or other individually identifiable information) the Discovery Material to be re-designated within 30 days of production by the Producing Party. Failure to upward designate within 30 days of production, alone, will not prevent a Party from obtaining the agreement of all Parties to upward designate certain Discovery Material, or otherwise move the court for such relief. Any Party may object to the upward designation of Discovery Materials pursuant to the procedures set forth in paragraph 6 regarding challenging designations. The upward designating Party shall bear the burden of establishing the basis for the upward designation.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Unless a prompt challenge to a Designating Party's confidentiality designation is necessary to avoid foreseeable substantial unfairness, unnecessary economic burdens, or a later significant disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

6.2 Meet and Confer. A Party that elects to initiate a challenge to a Designating Party's confidentiality designation must do so in good faith and must begin the process by conferring directly (in voice to voice dialogue; other forms of communication are not sufficient) with counsel for the Designating Party. In conferring, the challenging Party must explain the basis for its belief that the confidentiality designation was not proper and must give the Designating Party an opportunity to review the designated material, to reconsider the circumstances, and, if no change in the designation is offered, to explain the basis for the chosen designation. A challenging Party may proceed to the next stage of the challenge process only if

it has engaged in this meet and confer process first.

6.3 Judicial Intervention. A Party that elects to press a challenge to a confidentiality designation after considering the justification offered by the Designating Party may file and serve a motion under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) that identifies the challenged material and sets forth in detail the basis for the challenge. Each such motion must be accompanied by a competent declaration that affirms that the movant has complied with the meet and confer requirements imposed in the preceding paragraph and that sets forth with specificity the justification for the confidentiality designation that was given by the Designating Party in the meet and confer dialogue.

The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Until the court rules on the challenge, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Discovery Material that is disclosed or produced by another Party or by a non-party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Protected Material may be disclosed only to the categories of persons under the conditions described in this Order. When the litigation has been terminated, a Receiving Party must comply with the provisions of section 11, below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order. The restrictions on Discovery Material shall not apply to information which, at or prior to disclosure thereof in this action, is or was public knowledge as a result of publication by one having the unrestricted right to do so, or which is otherwise in the public domain. Nothing in this Protective Order shall in any way restrict the use or dissemination by a Party or third Party of its own "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Discovery Material.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated as CONFIDENTIAL only to:

(a) the Receiving Party's Outside Counsel of record in this action, as well as employees of said Counsel to whom it is reasonably necessary to disclose the information for this litigation and who have signed the "Agreement to Be Bound by Protective Order" that is attached hereto as Exhibit A, provided, however, that support personnel of Outside Counsel do not need to execute an "Agreement to Be Bound by Protective Order";

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the "Agreement to Be Bound by Protective Order" (Exhibit A);

(c) pursuant to the provision in 7.4 (a)-(c), experts or consultants to whom disclosure is reasonably necessary for this litigation;

(d) the court and its personnel;

(e) court reporters, their staffs, and professional vendors to whom disclosure is reasonably necessary for this litigation and who have signed the "Agreement to Be Bound by Protective Order" (Exhibit A);

(f) during the preparation for and conduct of their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the "Agreement to Be Bound by Protective Order" (Exhibit A). Any Party intending to use Protected Material at a deposition preparation session or during a deposition pursuant to this paragraph shall provide written notice to the Producing Party identifying (by Bates number or other individually identifiable information) the Protected Material no later than five (5) business days before preparation session or deposition.

(g) the author or recipient of the document or the original source of the information.

7.3 Disclosure of "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY" Information or Items. Unless otherwise ordered by the court or permitted in writing by

the Designating Party, a Receiving Party may disclose any information or items designated "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY" only to:

(a) the Receiving Party's Outside Counsel of record in this action, as well as employees of said Counsel to whom it is reasonably necessary to disclose the information for this litigation and who have signed the "Agreement to Be Bound by Protective Order" that is attached hereto as Exhibit A, provided, however, that support personnel of Outside Counsel do not need to execute an "Agreement to Be Bound by Protective Order";

(b) House Counsel of a Receiving Party (1) who has no involvement in competitive decision-making or in patent prosecutions involving Static Random Access Memory products, (2) to whom disclosure is reasonably necessary for this litigation, and (3) who has signed the "Agreement to Be Bound by Protective Order" (Exhibit A), provided, however, that each individual House Counsel must be approved in writing by each affected Producing Party before that Producing Party's "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY" documents may be disclosed to such House Counsel, unless otherwise ordered by the court;

(c) pursuant to the provision in 7.4 (a)-(c), experts or consultants to whom disclosure is reasonably necessary for this litigation;

(d) the court and its personnel;

(e) court reporters, their staffs, and professional vendors to whom disclosure is reasonably necessary for this litigation and who have signed the "Agreement to Be Bound by Protective Order" (Exhibit A); and

(f) the author or recipient of the document or the original source of information.

7.4 Disclosure of "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY" Information or Items to Experts or Consultants.

(a) If any party wishes to disclose Protected Materials produced by any other party and designated as "Confidential" or "Highly Confidential" to any expert or consultant, the expert or consultant must sign the "Agreement to Be Bound by Protective Order"

(Exhibit A). Nothing in this Protective Order shall require that non-testifying experts or consultants be deposed or otherwise be the subject of discovery.

(b) If any party desires to disclose another party's information designated "HIGHLY CONFIDENTIAL" to any expert or consultant who, in the five years priors to the date this Order is entered, has worked for one of the defendants (or their predecessors) then and only then, that party must first identify in writing to the attorneys for the producing party that expert or consultant and a general description of the nature of that engagement sufficient to allow the producing party to determine if it will object to the disclosure of its "HIGHLY CONFIDENTIAL" information to that expert or consultant, unless the producing party agrees to permit disclosure without such information. The attorney for the producing party shall have five (5) days from receipt of such notice to undertake informal dispute resolution procedures, and any objections not informally resolved shall be the subject of a regularly noticed motion by the producing party who shall have the burden to support the restriction on dissemination of its "HIGHLY CONFIDENTIAL" information to that expert or consultant.

(c) Such identification of an expert or consultant under section 7.4(b) shall include the full name, professional address and affiliation of the expert or consultant, the present and prior employments or consultancies of the expert or consultant and work done for defendants and/or their predecessors (other than work done for the party engaging that expert or consultant in this litigation.)

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Receiving Party is served with a subpoena or an order issued in other litigation that would compel disclosure of any information or items designated in this action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" the Receiving Party must so notify the Designating Party, in writing (by fax, if possible) immediately and in no event more than three court days after receiving the subpoena or order. Such notification must include a copy of the subpoena or court order.

The Receiving Party also must immediately inform in writing the party

who caused the subpoena or order to issue in the other litigation that some or all the material covered by the subpoena or order is the subject of the Protective Order. In addition, the Receiving Party must deliver a copy of this Stipulated Protective Order promptly to the party in the other action that caused the subpoena or order to issue.

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

9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

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

10. FILING PROTECTED MATERIAL

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

11. FINAL DISPOSITION

Unless otherwise ordered or agreed in writing by the Producing Party, within sixty days after the final termination of this action, each Receiving Party must return all Protected Material to the Producing Party. As used in this subdivision, "all Protected Material" includes all copies,

abstracts, compilations, summaries or any other form of reproducing or capturing any of the Protected Material. With permission in writing from the Designating Party, the Receiving Party may destroy some or all of the Protected Material instead of returning it. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the sixty day deadline that identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and that affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or other forms of reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, transcripts, legal memoranda, correspondence or attorney work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION), above.

12. INADVERTENTLY PRODUCED DOCUMENTS

If a Party at any time notifies any other Party that it inadvertently produced documents, testimony, information, and/or things that are protected from disclosure under the attorney-client privilege, work product doctrine, and/or any other applicable privilege or immunity from disclosure, or the Receiving Party discovers such inadvertent production, the inadvertent production shall not be deemed a waiver of the applicable privilege or protection. The Receiving Party shall return all copies of such documents, testimony, information and/or things to the inadvertently producing party within five (5) business days of receipt of such notice or discovery and shall not use such items for any purpose until further order of the court. The return of any discovery item to the inadvertently producing Party shall not in any way preclude the Receiving Party from moving the court for a ruling that the document or thing was never privileged.

13. ADVICE TO CLIENT

Nothing in this Protective Order will bar or otherwise restrict an attorney from rendering advice to his or her client with respect to this matter or from generally referring to or relying upon "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"

Discovery Material in rendering such advice, provided however, that in rendering such advice or in otherwise communicating with his or her client, the attorney shall not reveal or disclose the specific content thereof if such disclosure is not otherwise permitted under this Protective Order.

14. MISCELLANEOUS

14.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the court in the future.

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

GOOD CAUSE APPEARING THERE FOR, IT IS SO ORDERED.

DATED: December 14, 2007

/s/
Honorable Fern M. Smith
Discovery Master

DATED: 12/21/07

Honorable Claudia Wilken
United States District Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury 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 on [date] in the case of *In re Static Random Access Memory (SRAM) Antitrust Litigation*, Master Docket File M:07-cv-01819-CW. 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 where sworn and signed: _____

Printed name: _____

Signature: _____