

In the Supreme Court of British Columbia

Between:

Curtis Saunders and David Dagg

Plaintiffs

and:

Chunghwa Picture Tubes, Ltd., Chunghwa Picture Tubes (Malaysia) Sdn. Bhd., Daewoo Electronics Corporation f/k/a Daewoo Electronics Company, Ltd., Hitachi, Ltd., Hitachi Displays, Ltd., Hitachi Asia, Ltd., Hitachi America, Ltd., Hitachi Canada, Ltd., Hitachi Electronic Devices (USA), Shenzhen SEG Hitachi Color Display Devices, Ltd., Irico Group Corporation, Irico Group Electronics Co., Ltd., Irico Display Devices Co., Ltd., LG Electronics, Inc., LG Electronics Taiwan Taipei Co., Ltd., LG Electronics USA, Inc., LG Electronics Canada, LP Displays International, Ltd. f/k/a LG Philips Display, Panasonic Corporation f/k/a Matsushita Electronic Industrial Co. Ltd., Matsushita Electronic Corporation (Malaysia) Sdn Bhd., Panasonic Corporation of North America, Panasonic Canada Inc., MT Picture Display Co., Ltd. f/k/a Matsushita Toshiba Picture Display Co. Ltd., Beijing Matsushita Color CRT Company, Ltd., Koninklijke Philips Electronics N.V., Philips Electronics Industries Ltd., Philips Electronics Industries (Taiwan) Ltd., Philips da Amazonia Industria Electronica Ltda., Philips Electronics North America Corporation, Philips Electronics Ltd., Samsung Electronics Co. Ltd., Samsung Electronics America, Inc., Samsung SDI Co., Ltd. f/k/a Samsung Display Device Co. Ltd., Samsung SDI America, Inc., Samsung SDI Mexico S.A. de C.V., Samsung SDI Brasil Ltda., Shenzhen Samsung SDI Co. Ltd., Tianjin Samsung SDI Co., Ltd., Samsung SDI (Malaysia) Sdn Bhd., Samsung Electronics Canada Inc., Samtel Color, Ltd., Tatung Company, Tatung Company of America, Inc., Tatung Co. of Canada Inc., Thai CRT Company, Ltd., Toshiba Corporation, Toshiba Display Devices (Thailand) Company, Ltd., Toshiba America, Inc., Toshiba America Consumer Products, LLC, Toshiba America Electronic Components, Inc., Toshiba America Information Systems, Inc., Toshiba of Canada Limited

Defendants

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

**ORDER MADE AFTER APPLICATION
PANASONIC SETTLEMENT APPROVAL**

BEFORE THE HONOURABLE JUSTICE MYERS)) 09/NOV/2015)

☒ ON THE APPLICATION of Plaintiffs coming on for hearing at the Courthouse, 800 Smithe Street, Vancouver, BC, on 09/NOV/2015 and on hearing Reidar Mogerman for the Plaintiffs and counsel for the Settling Defendants, Panasonic Corporation f/k/a Matsushita Electric Industrial Co. Ltd., Panasonic Corporation of North America, Panasonic Canada Inc., and MT Picture Display Co., Ltd.

THIS COURT ORDERS that:

1. In addition to the definitions used elsewhere in this Order, for the purposes of this Order, the definitions set out in the Panasonic Settlement Agreement dated May 20, 2015, attached as Schedule "A" to this Order, apply to and are incorporated into this Order.
2. This action be certified as a class proceeding as against the Settling Defendants for settlement purposes only.
3. The "BC Settlement Class" is defined to mean:

All Persons in British Columbia who purchased a cathode ray tube ("CRT") or a television or computer monitor containing a CRT from November 23, 1996 through November 21, 2007
4. Curtis Saunders and David Dagg are appointed as the representative plaintiffs for the BC Settlement Class.
5. The following issue is common to the BC Settlement Class Members:

Did the Settling Defendants conspire to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, CRT directly or indirectly in British Columbia during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?
6. Paragraphs 2 to 5 of this Order, including the certification of the British Columbia Action as against the Settling Defendants for settlement purposes and the definitions of the Settlement Class and the Common Issue, is without prejudice to any position the Non-Settling Defendants have taken or may in the future take in the Proceedings, including in relation to certification, class definition, statement of common issue or any motion to amend any certification order.

7. This Order, including the Settlement Agreement, is binding upon each BC Settlement Class Member who has not validly opted-out of this action including those persons who are minors or mentally incapable and the requirements of Rule 20-2 of the British Columbia Supreme Court Civil Rules are dispensed with in respect of the BC Action.

8. The Panasonic Settlement Agreement is fair, reasonable and in the best interests of the BC Settlement Class.

9. The Panasonic Settlement Agreement is hereby approved pursuant to s. 35 of the *Class Proceedings Act*, R.S.B.C. 1996, c. 50 and shall be implemented and enforced in accordance with its terms.

10. Upon the Effective Date, each BC Settlement Class Member shall consent and shall be deemed to have consented to the dismissal as against the Releasees of any Other Actions he, she or it has commenced, without costs and with prejudice.

11. Upon the Effective Date, each Other Action commenced in British Columbia by any BC Settlement Class Member shall be and is hereby dismissed against the Releasees, without costs and with prejudice.

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

13. Upon the Effective Date, each Releasor shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any proceeding, cause of action, claim or demand against any Releasee, or any other Person who may claim contribution, or indemnity, or other claims over relief, from any Releasee, whether pursuant to the *Negligence Act*, RSBC 1996, c. 333 or other legislation or at common law or equity in respect of any Released Claim or any matter, except for the continuation of the Proceedings against the Non-Settling Defendants or named or unnamed co-conspirators that are not Releasees or, if the Proceedings are

not certified or authorized with respect to the Non-Settling Defendants, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendant or named or unnamed co-conspirator that is not a Releasee.

14. The use of the terms “Releasors” and “Released Claims” in this Order does not constitute a release of claims by BC Settlement Class Members. Instead, each BC Settlement Class Member is deemed to covenant and undertake not to make any claim in any way nor to threaten, commence, or continue any proceeding in any jurisdiction against the Releasee in respect of or in relation to the Released Claims.

15. All claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Proceedings or otherwise, by any Non-Settling Defendant, any named or unnamed co-conspirator that is not a Releasee, or any other Person or party against a Releasee, or by a Releasee against a Non-Settling Defendant, or any named or unnamed co-conspirator that is not a Releasee, are barred, prohibited and enjoined in accordance with the terms of this Order.

16. If, in the absence of paragraph 15 above, the Court determines that there is a right of contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise:

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

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

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

17. If, in the absence of paragraph 16 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 assessment of damages, restitutionary award, disgorgement of profits or judgment against them in favour of the BC Settlement Class Members in the BC Action.

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

- (a) documentary discovery and an affidavit of documents from the Settling Defendants and Beijing Matsushita Color CRT Co., Ltd. in accordance with the British Columbia Civil Rules of Court;

- (b) oral discovery of a representative of the Settling Defendants and Beijing Matsushita Color CRT Co., Ltd., the transcript of which may be read in at trial;
- (c) leave to serve a request to admit on the Settling Defendants and Beijing Matsushita Color CRT Co., Ltd. in respect of factual matters; and/or
- (d) the production of a representative of the Settling Defendants and Beijing Matsushita Color CRT Co., Ltd. to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants

19. The Settling Defendants and Beijing Matsushita Color CRT Co., Ltd. retains all rights to oppose such application(s) brought under paragraph 18. Moreover, nothing herein restricts the Settling Defendants and Beijing Matsushita Color CRT Co., Ltd. from seeking a protective order to maintain confidentiality and protection of proprietary information in respect of documents to be produced and/or for information obtained from discovery in accordance with paragraph 18. Notwithstanding any provision in this Order, on any motion brought pursuant to paragraph 18, the Court may make such orders as to costs and other terms as it considers appropriate.

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

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

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

23. No Releasee shall have any responsibility or liability whatsoever relating to the administration of the Panasonic Settlement Agreement; to administration, investment, or distribution of the Trust Account; or to the Distribution Protocol.

24. Ontario Counsel shall hold the Settlement Amount, plus any accrued interest, in trust for the benefit of the Settlement Classes pending further orders of the Courts.

25. The approval of the Panasonic Settlement Agreement is contingent upon the approval by the Ontario Court and by the Quebec Court, and the terms of this Order shall not be effective unless and until the Settlement Agreement is approved by the Ontario Court and the Quebec Court, and the Ontario Action has been dismissed with prejudice and without costs as against the Settling Defendants Beijing Matsushita Color CRT Co., Ltd and the Parties have signed and filed a declaration of settlement out of court with the Quebec Court. If such orders are not secured in British Columbia, Ontario and Quebec, this Order shall be null and void and without prejudice to the rights of the Parties to proceed with this action and any agreement between the parties incorporated in this Order shall be deemed in any subsequent proceedings to have been made without prejudice.

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

27. The BC Action is hereby dismissed against the Settling Defendants Beijing Matsushita Color CRT Co., Ltd., without costs and with prejudice.

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

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

Signature of lawyer for the Plaintiffs

REIDAR MOGERMAN

Signature of lawyer for the Settling Defendants, Panasonic Corporation (f/k/a Matsushita Electric Industrial Co. Ltd.), Panasonic Corporation of North America and MT Picture Display Co., Ltd

EMERYS DAVIS

Signature of lawyers for the Settling Defendant, Panasonic Canada Inc.

LINDA PLUMPTON

By the Court

Registrar

No. S097394
Vancouver Registry

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