



No. S071569
Vancouver Registry

In the Supreme Court of British Columbia

Between:

Kristopher Gruber

Plaintiff

and:

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

Defendants

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

**ORDER MADE AFTER APPLICATION
SHARP SETTLEMENT APPROVAL**

☒ BEFORE THE HONOURABLE MR. JUSTICE MYERS)

) 23 Jun/2021
)

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

THIS COURT ORDERS that:

1. In addition to the definitions used elsewhere in this Order, for the purposes of this Order, the definitions set out in the Settlement Agreement dated September 23, 2020, attached as Exhibit "A" to this Order, apply to and are incorporated into this Order.
2. In the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. The 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.
4. This Order, including the Settlement Agreement, is binding upon each BC Settlement Class Member, including those Persons who are minors or mentally incapable and the requirements of Rule 20-2 of the British Columbia *Supreme Court Civil Rules* are dispensed with in respect of the BC Action.
5. The Settlement Agreement is fair, reasonable and in the best interests of the BC Settlement Class.
6. 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.
7. 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.
8. Upon the Effective Date, subject to paragraph 10, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.
9. Upon the Effective Date, each Releasor shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any proceeding, cause of action, claim or demand against any Releasee or any other Person

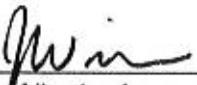
who may claim contribution or indemnity, or other claims over relief, from any Releasee, whether pursuant to the *Negligence Act*, R.S.B.C. 1996, c. 333 or other legislation or at common law or equity in respect of any Released Claim.

10. The use of the terms "Releasers" 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, participate in or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims.
11. Upon the Effective Date, each BC Settlement Class Member covenants and undertakes not to make any claim in any way nor to threaten, commence, participate in or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims.
12. All claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Proceedings or any Other Actions, or otherwise, by any Settled 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 any Settled Defendant, any named or unnamed co-conspirator that is not a Releasee, or any Person or party, 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 the Proceedings).
13. For purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Settling Defendant and other Releasees named as Defendants attorn to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order.
14. No Releasee shall have any responsibility or liability whatsoever relating to the administration of the Settlement Agreement, to administration, investment, or distribution of the Trust Account; or to the Distribution Protocol.

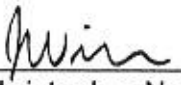
15. Ontario Counsel shall hold the Settlement Amount, plus any accrued interest, in trust for the benefit of the Settlement Classes pending further orders of the Courts.
16. The approval of the Settlement Agreement is contingent upon approval by the Ontario Court and the Quebec Court, and the terms of this Order shall not be effective unless and until the Settlement Agreement is approved by the Ontario Court and the Quebec Court, and the Ontario Action has been dismissed with prejudice and without costs as against the Settling Defendant and other Releasees named as Defendants 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 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.
17. This Order shall be declared null and void on subsequent application made on notice in the event that the Settlement Agreement is terminated in accordance with its terms.
18. Except as aforesaid, the BC Action is hereby dismissed against the Settling Defendant and other Releasees named as Defendants without costs and with prejudice.

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 plaintiff,
Kristopher Gruber


Jen Winstanley

Signature of lawyer for Sharp Corporation,
Sharp Electronics Corporation, and Sharp
Electronics of Canada Ltd.

 Jen Winstanley
by permission for
Christopher Naudie

By the Court

Registrar



No. S071569
Vancouver Registry

In the Supreme Court of British Columbia

Between:

Kristopher Gruber

Plaintiff

and:

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

Defendants

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**ORDER MADE AFTER APPLICATION
SHARP SETTLEMENT APPROVAL**

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via Mike Bike

Key Leigh

April 26

**CANADIAN LCD PANELS CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT**

Made as of September 23, 2020

Between

**THE FANSHAWE COLLEGE OF APPLIED ARTS AND TECHNOLOGY,
COMMUNICATION MEGA-SAT INC. and KRISTOPHER GRUBER**

(the "Plaintiffs")

and

SHARP CORPORATION

(the "Settling Defendant")

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*LCD Panels means liquid crystal display panels that are 10 inches or larger, measured diagonally.

**LCD Products means televisions, computer monitors and laptops containing LCD Panels.

***Original Equipment Manufacturer means any of the following entities or any company affiliated with any of the following entities: Acer Inc. (including the Gateway brand), Alco Holdings Limited, Apple Canada Inc., Associated Industries China, Inc., Bang & Olufsen A/S, Compaq Computer Corporation, Dell Corporation, Fujitsu Limited, Hewlett-Packard Development Company, L.P., IBM Corporation, JVC Canada, LG Electronics, Lenovo Group Limited, Mitsubishi Electric Corporation, MSI Electronics (Kunshan) Co., Ltd., NESO Technology Inc., Panasonic Corporation, Koninklijke Philips Electronics N.V., Planar Systems, Inc., Polaroid Corporation, Prima Technology Inc., Proview Technology Inc., Sony of Canada Ltd. (including Shanghai Suoguang Visual Products Co., Ltd.), Stealth Computer Corporation, TCL Corporation and TTE Corporation (including the RCA brand), Viewsonic Corporation, Westinghouse Digital Electronics, and Xiamen Overseas Chinese Electronic Company, Ltd. (or XOCECO).

****Distributor means any of the following entities or any company affiliated with any of the following entities: ALC Micro, All American Semiconductor, Inc. (including AGD Electronics Limited), CDW Corporation, Computer Distributors of Canada, Comtronic Computer Inc., D&H Distributing Co., Daiwa Distribution Inc., Dynamic Digital Technologies Inc., Empire Canada System, Eprom Inc., Funai Electric Co., Ltd., Hartco Corporation (including Multimicro Inc.), Ingram Micro Inc., Insight Enterprises, Inc., International Computer Graphics, Inc., Megatech Integrated Services Ltd., Mini Micro Canada, ProData Inc., Stampede Presentation Products, Inc., Supercom, Synnex Canada Limited, Tech Data Canada Corporation, TigerDirect, Inc., and TTX Canada.

G. WHEREAS the certain Defendants, including the Settling Defendant and other Releasees named as Defendants, in the Ontario Action sought and were granted leave to appeal the Ontario Certification Order to the Ontario Divisional Court, which appeal was denied by decision dated December 24, 2015;

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

P. 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, having regard to the burdens and expense in prosecuting the Proceedings, including the risks and uncertainties associated with trials and appeals, and having regard to the value of the Settlement Agreement, 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 represent and seek to represent;

Q. 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 Defendant and other Releasees named as Defendants;

R. WHEREAS while the Ontario Action was previously certified as a class proceeding under the Ontario *Class Proceedings Act* on a contested basis, and while the BC Action and the Ontario Action were certified on a consent basis as against the Settled Defendants for the purposes of settlement only and the Quebec Action was authorized on a consent basis as against the Settled Defendants, the Parties now consent to certification or authorization of the Proceedings as class proceedings and to the Settlement Classes and a Common Issue in respect of each of the Proceedings solely for the purposes of implementing this Settlement Agreement in a coordinated and consistent manner across Canada and contingent on approvals by the Courts as provided for in this Settlement Agreement, on the express understanding that such certification or authorization shall not derogate from the respective rights of the Parties in the event that this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason; and

- (4) *BC Court* means the Supreme Court of British Columbia.
- (5) *Claims Administrator* means the firm proposed by Class Counsel and appointed by the Courts to administer the Settlement Amount in accordance with the provisions of this Settlement Agreement and the Distribution Protocol as approved by the Courts, and any employees of such firm.
- (6) *Class Counsel* means Ontario Counsel, Quebec Counsel and BC Counsel.
- (7) *Class Counsel Fees* include the fees, disbursements, costs, interest, and/or charges of Class Counsel, and any GST, HST and other applicable taxes or charges thereon, including any amounts payable by Class Counsel or the Settlement Class Members to any other body or person, including the Fonds d'aide aux actions collectives in Quebec as a result of this Settlement Agreement.
- (8) *Class Period* means January 1, 1998 to December 11, 2006.
- (9) *Common Issue* means: Did the Settling Defendant conspire to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, LCD Large Screen Panels in Canada during the Class Period?
- (10) *Counsel for the Settling Defendant* means Osler, Hoskin & Harcourt LLP.
- (11) *Courts* means the Ontario Court, the Quebec Court and the BC Court.
- (12) *Date of Execution* means the date on the cover page as of which the Parties have executed this Settlement Agreement.
- (13) *Defendants* means the entities named as defendants in any of the Proceedings as set out in Schedule A.
- (14) *Distribution Protocol* means the plan for distributing the Settlement Amount and accrued interest, in whole or in part, as established by Class Counsel and approved by the Courts.
- (15) *Effective Date* means the date when Final Orders have been received from all Courts approving this Settlement Agreement.

(27) ***Other Actions*** means actions or proceedings, excluding the Proceedings and the Second Ontario Action, relating to Released Claims commenced by a Settlement Class Member either before or after the Effective Date.

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

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

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

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

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

(33) ***Quebec Counsel*** means Bouchard + Avocats inc. (previously known as Bouchard Pagé Tremblay, avocats s.e.n.c.)

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

(35) ***Released Claims*** means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages of any kind (including compensatory, punitive or other damages) whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses (including Administration Expenses), penalties, disgorgement, restitution, and lawyers' fees (including Class Counsel Fees), known or unknown, suspected or unsuspected, actual or contingent, and liquidated or unliquidated, in law, under statute or in equity, relating in any way to any conduct anywhere, from the beginning of time to the date hereof, in respect of the purchase, sale, pricing, discounting, marketing or distributing of LCD Products in Canada or

- (b) Imaging Devices Corporation (formerly known as Sanyo Epson Imaging Devices Corporation);
 - (c) Samsung Electronics Co. Ltd. and Samsung Electronics Canada Inc.;
 - (d) Innolux Corporation (successor to Chi Mei Optoelectronics Corporation);
 - (e) Japan Display Inc. (successor to Hitachi Displays, Ltd.) on its behalf and on behalf of Hitachi Ltd., Hitachi Canada, Ltd., Hitachi America Ltd., and Hitachi Electronics Devices (USA) Inc.;
 - (f) Toshiba Corporation on behalf of itself and Toshiba Mobile Display Co., Ltd. (formerly known as Toshiba Matsushita Display Technology Co. Ltd. and subsequently known as Japan Display Central Inc. and now part of Japan Display Inc.), Toshiba America Inc. (incorrectly named as Toshiba America Corporation), and Toshiba of Canada Limited;
 - (g) AU Optronics Corporation and AU Optronics Corporation America;
 - (h) LG Display Co., Ltd., LG Philips LCD Co., Ltd., LG Display America, Inc. and LG Philips LCD America Inc.; and
 - (i) HannStar Display Corporation.
- (40) *Settlement Agreement* means this agreement, including the recitals and schedules.
- (41) *Settlement Amount* means CAD \$7,600,000.
- (42) *Settlement Class* means, in respect of each Proceeding, the settlement class defined in Schedule A.
- (43) *Settlement Class Member* means a member of a Settlement Class.
- (44) *Settling Defendant* means Sharp Corporation.
- (45) *Trust Account* means a guaranteed investment vehicle, liquid money market account or equivalent security with a rating equivalent to or better than that of a Canadian Schedule I bank (a bank listed in Schedule I of the *Bank Act*, S.C. 1991, c. 46) held at a Canadian financial institution under the control of Ontario Counsel or the Claims Administrator, once appointed, for the benefit of the Settlement Class Members, as provided for in this Settlement Agreement.

attached as Schedule "G" need only be substantially in the form set out in Schedule "E" through "G" to this Settlement Agreement.

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

2.4 Confidentiality

(1) 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 consent of Counsel for the Settling Defendant 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), as necessary to give effect to the terms of the Settlement Agreement, or as otherwise required by law.

(2) Class Counsel and the Plaintiffs shall engage in reasonable consultation with the Settling Defendant with respect to the timing, content, and disclosure of any media statement relating to this Settlement Agreement.

2.5 Settlement Agreement Effective

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

Section 3 - Settlement Benefits

3.1 Payment of Settlement Amount

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

(2) Payment of the Settlement Amount shall be made by wire transfer. Upon the Date of Execution, Ontario Counsel will provide, in writing, the following information necessary to complete the wire transfers: name of bank, address of bank, ABA number, SWIFT number, name

make tax payments. All taxes (including interest and penalties) due with respect to the income earned by the Settlement Amount shall be paid from the Trust Account.

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

(5) Notwithstanding Sections 3.1(4) and 3.1(5), if this Settlement Agreement is terminated, the interest earned on the Settlement Amount in the Trust Account shall be paid to the Settling Defendant in accordance with Section 5.3 who, in such case, shall be solely responsible for the payment of all taxes on such interest not previously paid.

Section 4- Distribution of the Settlement Amount and Accrued Interest

4.1 Distribution Protocol

(1) At a time wholly within the discretion of Class Counsel, but on notice to the Settling Defendant, Class Counsel will bring motions seeking orders from the Courts approving the Distribution Protocol. The motions can be brought before the Effective Date, but the orders approving the Distribution Protocol shall be conditional on the Effective Date occurring.

(2) Class Counsel shall engage in reasonable consultation with the Settling Defendant regarding the notice, publication and dissemination process of the Distribution Protocol, as well as the content of the Distribution Protocol to ensure compliance with Section 4.1(3) of this Settlement Agreement. However, the Settling Defendant agrees that Class Counsel does not require any consent or approval on the part of the Settling Defendant in respect such matters.

(3) The Distribution Protocol shall require Settlement Class Members seeking compensation to give credit for any compensation received through other proceedings or in private out-of-class settlements, unless by such proceedings or private out-of-class settlements the Settlement Class Member's claim was released in its entirety, in which case the Settlement Class Member shall be deemed ineligible for any further compensation.

each of the Settling Defendant and the Plaintiffs shall have the right to terminate this Settlement Agreement by delivering a written notice pursuant to Section 13.18, within thirty (30) days following the event described above.

(2) If the Settlement Amount is not paid in accordance with Section 3.1(1), the Plaintiffs shall have the right to either terminate this Settlement Agreement, by delivering a written notice to the Settling Defendant pursuant to Section 13.18 in which the Settling Defendant is provided with a fifteen (15) day period within which to cure such default, or move before the Courts to enforce the terms of this Settlement Agreement.

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

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

- (a) Class Counsel's fees and disbursements, or
- (b) the Distribution Protocol,

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

5.2 If Settlement Agreement is Terminated

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

- (a) no motion to certify or authorize any of the Proceedings as a class proceeding on the basis of this Settlement Agreement, or to approve this Settlement Agreement, which has not been decided, shall proceed;
- (b) any order certifying or authorizing a Proceeding as a class proceeding on the basis of the Settlement Agreement or approving this Settlement Agreement shall be set

5.3 Allocation of Settlement Amount Following Termination

(1) If the Settlement Agreement is terminated in accordance with its terms, within thirty (30) business days of written notice pursuant to Section 13.18 Ontario Counsel shall pay to the Settling Defendant the money in the Trust Account, plus all accrued interest thereon, but less the costs of the notices required by Section 10.1(1) and actually incurred and any translation costs incurred pursuant to Section 13.12, up to a maximum of CAD \$50,000.

5.4 Survival of Provisions After Termination

(1) If this Settlement Agreement is terminated or otherwise fails to take effect for any reason, the provisions of Sections 3.2(5), 5.2(1), 5.3, 5.4, 8.1, and 8.2, 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(5), 5.2(1), 5.3, 5.4, 8.1, and 8.2 within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

Section 6 - Releases and Dismissals

6.1 Release of Releasees

(1) Subject to Section 6.2, 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.

6.2 Covenant Not To Sue

(1) Upon the Effective Date and notwithstanding Section 6.1, for any Settlement Class Members resident in any province or territory where the release of one tortfeasor is a release of all other tortfeasors, the Releasors do not release the Releasees but instead covenant and undertake not to make any claim in any way or to threaten, commence, participate in or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims.

Section 7 - Bar Order, Waiver of Solidarity Order and Other Claims

7.1 Ontario and British Columbia Bar Order

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

7.2 Quebec Waiver or Renunciation of Solidarity Order

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

- (a) the Quebec Petitioners and the Settlement Class Members in the Quebec Action expressly waive and renounce the benefit of solidarity against any other Person or party that is not a Releasee with respect to the facts, deeds or other conduct of the Releasees; and
- (b) any claims in warranty or any other claim or joinder of parties to obtain any contribution or indemnity from the Releasees or relating to the Released Claims shall be inadmissible and void in the context of the Quebec Action.

7.3 Claims Against Other Entities Reserved

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

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

**Section 9 - Certification or Authorization
for Settlement Only**

- (1) The Parties agree that the Proceedings shall be certified or authorized as class proceedings as against the Settling Defendant 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 for settlement purposes and for the approval of this Settlement Agreement, the only common issue that they will seek to define is the Common Issue and the only classes that they will assert are the Settlement Classes.
- (3) The Parties agree that the certification or authorization of the Proceedings as against the Settling Defendant for the purpose of implementing this Settlement Agreement, shall not derogate in any way from the rights of the Plaintiffs as against any Person or party other than the Releasees.

Section 10- Notice to Settlement Classes

10.1 Notices Required

- (1) The proposed Settlement Classes shall be given a single notice of (i) the hearings at which the Courts will be asked to certify or authorize the Proceedings as class proceedings and approve the Settlement Agreement; and (ii) if they are brought with the hearings to approve the Settlement Agreement, the hearings to approve Class Counsel Fees and/or a Distribution Protocol.
- (2) If this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect, the proposed Settlement Classes shall be given notice of such event.

dated January 10, 2014. The Settling Defendant and other Releasees named as Defendants also consent to such information being shared by RicePoint to Class Counsel.

(2) The information provided by the Settling Defendant and other Releasees named as Defendants to RicePoint in accordance with the order of the Ontario Court, dated January 10, 2014 may be used to facilitate the dissemination of the notices required in Section 10.1 and the claims administration process with respect to this Settlement Agreement.

(3) The Settling Defendant's and other Releasees named as Defendants' obligations pursuant to this Section 11.2 shall not be affected by the release provisions contained in Section 6 of this Settlement Agreement. Unless this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason, the Settling Defendant's and other Releasees named as Defendants' obligations to cooperate pursuant to this Section 11.2 shall cease when all settlement funds or court awards have been distributed.

(4) The Settling Defendant and other Releasees named as Defendants shall bear no liability with respect to the completeness or accuracy of the information provided pursuant to this Section 11.2.

Section 12- Class Counsel Fees and Administration Expenses

(1) Class Counsel may seek the Courts' approval to pay Class Counsel Fees and Administration Expenses contemporaneous with seeking approval of this Settlement Agreement or at such other time as they may determine in their sole discretion.

(2) The costs of the notices referred to in Section 10.1 and the translation referred to in Section 13.12 shall be paid by Ontario Counsel out of the Trust Account, as they become due.

(3) Except as provided in Section 12(2), Class Counsel Fees and Administration Expenses may only be paid out of the Trust Account after the Effective Date.

(4) The Settling Defendant and other Releasees named as Defendants shall not be liable for any fees, disbursements or taxes of any the lawyers, experts, advisors, agents, or representatives retained by Class Counsel, the Plaintiffs or the Settlement Class Members, any amounts to which

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

13.5 Ongoing Jurisdiction

- (1) Each of the Courts shall retain jurisdiction over the Proceeding commenced in its jurisdiction, the Parties and the Class Counsel Fees in that Proceeding.
- (2) No Party shall ask a Court to make any order or give any direction in respect of any matter of shared jurisdiction unless that order or direction is conditional upon a complementary order or direction being made or given by the other Court(s) with which it shares jurisdiction over that matter.
- (3) Notwithstanding Sections 13.5(1) and 13.5(2), the Ontario Court shall exercise jurisdiction with respect to implementation, administration, interpretation and enforcement of the terms of this Settlement Agreement, and the Plaintiffs, Settlement Class Members, Settling Defendant and other Releasees named as Defendants attorn to the jurisdiction of the Ontario Court for such purposes. Issues related to the administration of this Settlement Agreement, the Trust Account, and other matters not specifically related to the claim of a Settlement Class Member in the BC Action or the Quebec Action shall be determined by the Ontario Court.

13.6 Governing Law

- (1) This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- (2) Notwithstanding Section 13.6(1), for matters relating specifically to the claim of a Settlement Class Member in the BC Action or the Quebec Action or to the BC or Quebec

any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

13.12 Language

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

13.13 Transaction

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

13.14 Recitals

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

13.15 Schedules

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

For the Plaintiffs and for Class Counsel in the Proceedings:

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

Reidar Mogerman, Q.C.
CAMP FIORANTE MATTHEWS
MOGERMAN
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For the Settling Defendant:

Christopher Naudie
OSLER, HOSKIN & HARCOURT LLP
100 King Street West
1 First Canadian Place
Suite 6200, P.O. Box 50
Toronto ON M5X 1B8
Tel: 416-362-2111
Fax: 416-862-6666
Email: cnaudie@osler.com

13.19 Date of Execution

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

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**THE FANSHAWE COLLEGE OF APPLIED ARTS AND TECHNOLOGY,
COMMUNICATION MEGA-SAT INC., and KRISTOPHER GRUBER, on
their own behalf and on behalf of the Settlement Class, by their counsel**

Signature of Authorized Signatory: _____

Name of Authorized Signatory:

Charles M. Wright
Siskinds LLP
Ontario Class Counsel

Signature of Authorized Signatory: _____

Name of Authorized Signatory:

Reidar Mogerman, Q.C.
Camp Fiorante Matthews Mogerman
BC Class Counsel

Signature of Authorized Signatory: _____

Name of Authorized Signatory:

Jean-Phillipe Royer
Bouchard + Avocats inc.
Quebec Class Counsel

SHARP CORPORATION, by its counsel

Signature of Authorized Signatory: _____

Name of Authorized Signatory:


Christopher Naudie
Osler, Hoskin & Harcourt LLP
Counsel for the Settling Defendant

Court and File No.	Plaintiffs' Counsel	Plaintiff	Named Defendants	Settlement Class
			Mediatech USA, Inc., Chi Mei Optoelectronics Japan Co., Ltd. fka International Display Technology Co., Ltd., Chi Mei Optoelectronics USA, Inc. fka International Display Technology USA Inc., Chunghwa Picture Tubes, Ltd. and HannStar Display Corporation	
Quebec Action				
Superior Court of Quebec (District of Québec), File No. 200-06- 00082-076	Bouchard + Avocats inc.	Communication Mega-Sat Inc.	LG Philips LCD Co., Ltd, LG Philips LCD America, Inc., Samsung Electronics Co. Ltd., Samsung Electronics Canada Inc., Hitachi Ltd, Hitachi Canada Ltd., Hitachi America Ltd., Hitachi Electronics Devices (USA) Inc., Hitachi Displays Ltd., Sharp Corporation, Sharp Electronics of Canada Ltd., Sharp Electronics Corporation, Toshiba of Canada Ltd., Toshiba Corporation, Toshiba America Corporation, Toshiba Matsushita Display Technology Co., Ltd., AU Optronics Corporation, AU Optronics Corporation America, Chi Mei Optoelectronics USA Inc., Chi Mei Optoelectronics Japan Co., Ltd., Chi Mei Optoelectronics Corporation, Hannstar Display Corporation, Chunghwa Picture Tubes, Ltd.	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 LCD Large Screen Products during the Class Period, except Excluded Persons.

ON READING the materials filed, including the settlement agreement dated September 1, 2020 attached to this Order as Schedule "A" (the "Settlement Agreement");

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

1. **THIS COURT ORDERS** that, for the purposes of this Order, except to the extent that they are modified in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that the Notices of Hearing are hereby approved substantially in the form attached respectively hereto as Schedules "B" to "D."
3. **THIS COURT ORDERS** that the plan of dissemination for the Notices of Hearing (the "Plan of Dissemination") is hereby approved in the form attached hereto as Schedule "E".
4. **THIS COURT ORDERS** that the Notices of Hearing shall be disseminated in accordance with the Plan of Dissemination.
5. **THIS COURT ORDERS** that this action be certified as a class proceeding as against the Settling Defendant for settlement purposes only.
6. **THIS COURT ORDERS** that the "Ontario Settlement Class" is defined to mean:

All Persons in Canada who purchased LCD Large Screen Products during the Class Period, except the Excluded Persons and Persons who are included in the Quebec Class and the BC Class.
7. **THIS COURT ORDERS** that The Fanshawe College of Applied Arts and Technology be appointed as the representative plaintiff for the Settlement Class.
8. **THIS COURT ORDERS** that the following issue is common to Settlement Class Members:

SCHEDULE "C"

No. S071569
Vancouver Registry

In the Supreme Court of British Columbia

Between:

Kristopher Gruber

Plaintiff

and:

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

Defendants

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

**ORDER MADE AFTER APPLICATION
SHARP NOTICE APPROVAL AND CONSENT CERTIFICATION**

☒ BEFORE THE HONOURABLE JUSTICE MYERS

)
)
)

● /●/2020

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

Signature of lawyer for the Plaintiffs

REIDAR MOGERMAN, Q.C.

Sharp Corporation, Sharp Electronics
Corporation and Sharp Electronics of
Canada Ltd.

CHRISTOPHER NAUDIE

By the Court

Registrar

- [1] **ATTENDU** que les parties sont impliquées dans un litige de la nature d'une action collective;
- [2] **CONSIDÉRANT** la demande pour obtenir l'autorisation d'exercer une action collective aux fins d'approbation d'un règlement à l'amiable et pour obtenir l'autorisation de diffuser un avis d'audition ;
- [3] **VU** que la défenderesse qui règle / *Settling Defendant* consent à la demande;
- [4] **CONSIDÉRANT** les éléments de preuve produits au soutien de ladite demande, notamment, l'Entente Sharp :
- a) L'affidavit de monsieur Alain Fillion à titre de personne désignée représentant Communication Méga-Sat inc. souscrit le ☐ ;
 - b) L'affidavit de ☐ souscrit le ☐ ;
 - c) Les pièces R-☐ à R-☐.
- [5] **VU** les déclarations des avocats des parties et les représentations faites de part et d'autre ;
- [6] **VU** l'article 590 du *Code de procédure civile*;
- [7] Après examen, il y a lieu de faire droit à la Demande de la Demanderesse;

POUR CES MOTIFS, LE TRIBUNAL :

- [8] **ACCUEILLE** la présente demande;
- [9] **ORDONNE** que, pour l'application du jugement, les définitions énoncées dans l'Entente jointe au jugement comme annexe A s'appliquent et y sont incorporées par renvoi;
- [10] **AUTORISE** l'exercice d'une action collective aux fins de règlements seulement, contre la défenderesse qui règle / *Settling Defendant* seulement et sous réserve des conditions de l'Entente et aux conditions énoncées dans ce jugement;
- [11] **ORDONNE** qu'aux fins de l'Entente Sharp, le Groupe du Québec soit défini ainsi :

« Toute (i) personne physique au Québec de même que (ii) toute personne morale de droit privé, toute société ou toute association résidant au Québec qui comptait sous sa direction ou son contrôle au plus cinquante (50) personnes liées à elle par contrat de travail et qui a acheté un Produit Écran Large ACL / LCD Large Screen Products durant la Période Visée / Class Period à l'exception des Personnes Exclues / Excluded Persons. »

Court File No. 54054 CP

THE HONOURABLE) , the day
)
JUSTICE GRACE) of , 2020

THE FANSHAWE COLLEGE OF APPLIED ARTS AND TECHNOLOGY
- and -
Plaintiff

Defendants

ORDER
(Sharp Settlement Approval)

ON BEING ADVISED that the deadline for opting out of the Ontario Action has passed,
and that one Person validly and timely exercised the right to opt-out;

6. **THIS COURT ORDERS** that, upon the Effective Date, each Ontario 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.
7. **THIS COURT ORDERS** that, upon the Effective Date, each Other Action commenced in Ontario by any Ontario Settlement Class Member shall be and is hereby dismissed against the Releasees, without costs and with prejudice.
8. **THIS COURT ORDERS** that, upon the Effective Date, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.
9. **THIS COURT ORDERS** that, upon the Effective Date, each Releasor shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any proceeding, cause of action, claim or demand against any Releasee or any other Person who may claim contribution or indemnity, or other claims over relief, from any Releasee, whether pursuant to the *Negligence Act*, R.S.O. 1990, c. N. 1 or other legislation or at common law or equity in respect of any Released Claim or any matter related thereto.
10. **THIS COURT ORDERS** that the use of the terms "Releasors" and "Released Claims" in this Order does not constitute a release of claims by those Ontario Settlement Class Members who are resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors.
11. **THIS COURT ORDERS** that, upon the Effective Date, each Ontario Settlement Class Member who is resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors covenants and undertakes not to make any claim in any way nor to threaten, commence, participate in or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims.

Quebec and British Columbia, 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.

17. **THIS COURT ORDERS** that this Order shall be declared null and void on subsequent motion made on notice in the event that the Settlement Agreement is terminated in accordance with its terms.
18. **THIS COURT ORDERS** that, except as aforesaid, the Ontario Action is hereby dismissed against the Settling Defendant and other Releasees named as Defendants without costs and with prejudice.

Date:

THE HONOURABLE JUSTICE GRACE

THIS COURT ORDERS that:

1. In addition to the definitions used elsewhere in this Order, for the purposes of this Order, the definitions set out in the Settlement Agreement dated ●, 2020, attached as Exhibit "A" to this Order, apply to and are incorporated into this Order.
2. In the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. The 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.
4. This Order, including the Settlement Agreement, is binding upon each BC Settlement Class Member including those Persons who are minors or mentally incapable and the requirements of Rule 20-2 of the British Columbia *Supreme Court Civil Rules* are dispensed with in respect of the BC Action.
5. The Settlement Agreement is fair, reasonable and in the best interests of the BC Settlement Class.
6. 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.
7. 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.
8. Upon the Effective Date, subject to paragraph 10, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.
9. 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,

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

15. 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.

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

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

18. Except as aforesaid, the BC Action is hereby dismissed against the Settling Defendant and other Releasees named as Defendants without costs and with prejudice.

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, Q.C.

Sharp Corporation, Sharp Electronics
Corporation and Sharp Electronics of
Canada Ltd.

CHRISTOPHER NAUDIE

SCHEDULE "G"

COUR SUPÉRIEURE
(Action collective)

CANADA
PROVINCE DE QUÉBEC
DISTRICT DE QUÉBEC

N° : 200-06-000082-076

DATE : ☐ 2020

EN PRÉSENCE DE : L'HONORABLE CATHERINE LA ROSA, J.C.S.

COMMUNICATION MÉGA-SAT INC.

Demanderesse;

c.

LG PHILIPS LCD CO. LTD.

et

AL.

Défenderesses;

JUGEMENT
DEMANDE POUR OBTENIR L'APPROBATION
DE L'ENTENTE CONCLUE AVEC L'ENTITÉ SHARP CORPORATION

➤ *Kristopher Gruber V. LG Philips LCD Co. Ltd. et Al., Cour suprême de la Colombie-Britannique, registre de Vancouver, dossier No S-071569; et*

➤ *The Fanshawe College of Applied Arts and Technology V. LG Philips LCD Co. Ltd. et Al., Cour supérieure de justice de l'Ontario, dossier No 54054CP;*

- [12] **DÉCLARE** que l'Entente Sharp qui est jointe à ce jugement dans son intégralité, y compris son préambule, ses définitions, ses appendices et addendas font partie intégrante de ce jugement, liant toutes les parties et tous les membres qui y sont décrits;
- [13] **ORDONNE** et **DÉCLARE** que ce jugement, y compris l'Entente Sharp, lie chaque membre du Groupe de règlement du Québec qui ne s'est pas valablement exclu du Groupe;
- [14] **ORDONNE** et **DÉCLARE** que chaque Partie donnant quittance / *Releasor* qui ne s'est pas valablement exclue du Groupe a donné quittance et est considérée avoir donné une quittance complète, générale et finale aux Parties quittancées / *Releasees* eu égard aux Réclamations quittancées / *Released Claims*;
- [15] **DÉCLARE** que chaque Partie donnant quittance / *Releasor* qui ne s'est pas valablement exclue du Groupe ne pourra directement ou indirectement, au Canada ou ailleurs, pour son propre compte ou pour le compte de tout Groupe ou toute autre personne tenter, continuer, maintenir ou faire valoir toute poursuite, action, cause d'action, réclamation ou demande contre l'une ou l'autre des Parties quittancées / *Releasees* en rapport avec les Réclamations quittancées / *Released Claims* ou toute autre matière y étant reliée;
- [16] **ORDONNE** et **DÉCLARE** qu'à l'arrivée de la Date d'entrée en vigueur / *Effective Date* chaque Partie quittancée / *Releasees* aura donné quittance et sera réputée, de manière concluante, avoir donné quittance complète et pour toujours à chacune des autres Parties quittancées / *Releasees* à l'égard de toutes les réclamations pour contribution et dédommagement eu égard aux Réclamations quittancées / *Released Claims*;
- [17] **DÉCLARE** que tout recours en garantie ou autre mise en cause pour obtenir une contribution ou une indemnité de Sharp, ou se rapportant aux Réclamations quittancées / *Released Claims* est irrecevable et non avenu dans le cadre des procédures;
- [18] **DÉCLARE** que cette Cour conservera un rôle de surveillance continue aux fins d'exécution de ce jugement et **CONSTATE** que la Défenderesse partie à l'Entente Sharp reconnaissent la compétence de cette Cour de ces fins;
- [19] **ORDONNE** que toute somme composant le Fonds de l'Entente / *Settlement Amount* soit détenue en fidéicommis par les procureurs du Groupe de l'Ontario au bénéfice du Groupe Partie à l'Entente Sharp, jusqu'à ce qu'un jugement soit rendu par cette Cour, à la suite de la présentation d'une demande présentée à cet effet, après avoir été notifiée aux Défenderesses;