

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

Made as of May 17, 2016

Between

**THE FANSHAWE COLLEGE OF APPLIED ARTS AND TECHNOLOGY,
COMMUNICATION MEGA-SAT INC., and KRISTOPHER GRUBER**
(the "Plaintiffs")

and

**AU OPTRONICS CORPORATION and
AU OPTRONICS CORPORATION AMERICA**
(the "Settling Defendants")

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RECITALS

A. WHEREAS the Proceedings were commenced by the Plaintiffs in British Columbia, Quebec and Ontario, alleging that the Settling Defendants participated in an unlawful conspiracy respecting LCD Products in Canada, contrary to Part VI of the *Competition Act* and the common law and/or the civil law;

B. WHEREAS the Plaintiffs' claims are now limited to those relating only to LCD Large Screen Panels and/or Products;

C. WHEREAS the Ontario Action was certified as a class proceeding under the Ontario *Class Proceedings Act* pursuant to the Ontario Certification Order with respect to a class defined as follows:

All persons in Canada (excluding defendants and their respective parents, employees, subsidiaries, affiliates, officers and directors) who purchased LCD Panels* or LCD Products** directly from a defendant or any entity affiliated with a defendant, an Original Equipment Manufacturer*** or a Distributor**** in Canada between January 1, 1998 and December 11, 2006.

*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), Apple Canada Inc., 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, Panasonic Corporation, Koninklijke Philips Electronics N.V., Polaroid Corporation, Prima Technology Inc., Proview Technology Inc., TTE Corporation (including the RCA brand), Sony of Canada Ltd., Stealth Computer Corporation, ViewSonic Corporation and Westinghouse Digital Electronics.

****Distributor means any of the following entities or any company affiliated with any of the following entities: ALC Micro, Computer Distributors of Canada, Comtronic Computer Inc., D&H Distributing Co., Eprom Inc., Funai Electric Co., Ltd., Ingram Micro Inc., Pro-Data Inc., Supercom, Synnex Canada Limited, Tech Data Canada Corporation and TTX Canada.

D. WHEREAS the Non-Settling Defendants and Settling 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;

E. WHEREAS the putative Settlement Class Members were permitted an opportunity to opt-out of the Proceedings and one Person validly and timely exercised the right to opt-out;

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

G. 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 Releasees or evidence of the truth of any of the Plaintiffs' allegations against the Releasees, which allegations are expressly denied by the Settling Defendants;

H. 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 the Releasees by the Plaintiffs and the Settlement Class in the Proceedings, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;

I. 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 as expressly provided in this Settlement Agreement with respect to the Proceedings;

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

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

L. 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;

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

N. WHEREAS while the Ontario Action was previously certified as a class proceeding under the Ontario *Class Proceedings Act* on a contested basis, the Parties now consent to certification or authorization of the Proceedings as class proceedings against the Settling Defendants and now consent 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 rights of the Ontario Plaintiff as against the Non-Settling Defendants under the Ontario Certification Order or 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

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

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed by the Parties that the Ontario Action, BC Action, and Second Ontario Action be settled and dismissed with prejudice as to the Settling Defendants only, and the Quebec Action be settled without reservation as against the Settling Defendants, all without costs as to the Plaintiffs, the classes they represent and 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) **Administration Expenses** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Plaintiffs, Class Counsel or otherwise for the approval, implementation and operation of this Settlement Agreement, including the costs of notices and claims administration but excluding Class Counsel Fees.
- (2) **BC Action** means the BC Action as defined in Schedule A.
- (3) **BC Counsel** means Camp Fiorante Matthews Mogerman.
- (4) **BC Court** means the Supreme Court of British Columbia.
- (5) **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 as a result of the Settlement Agreement 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 11, 2006.
- (9) **Common Issue** in each of the Proceedings 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 directly or indirectly in Canada during the Class Period? If so, what damages, if any, did Class Members suffer?
- (10) **Counsel for the Settling Defendants** means Hunter Litigation Chambers.
- (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, and any Persons added as defendants in the Proceedings in the future. For greater certainty, Defendants includes the Settling Defendants and the Settled Defendants.
- (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 as approved by the Courts.
- (15) **Effective Date** means the date when Final Orders have been received from all Courts approving this Settlement Agreement.
- (16) **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 those Persons who validly and timely opted out of the Proceedings in accordance with the orders of the applicable Court.
- (17) **Final Order** means a final judgment entered by a Court in respect of both (i) the certification or authorization of a Proceeding as a class proceeding pursuant to this Settlement Agreement, and (ii) the approval of this Settlement Agreement, 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 both (i) the certification or authorization of a Proceeding as a class proceeding, and (ii) the approval of this Settlement Agreement upon a final disposition of all appeals.

- (18) **LCD Panels** means liquid crystal display panels or screens of any size.
- (19) **LCD Products** means LCD Panels and products containing LCD Panels.
- (20) **LCD Large Screen Panels** means LCD Panels that are 10 inches or larger, measured diagonally.
- (21) **LCD Large Screen Products** means LCD Large Screen Panels and televisions, computer monitors and laptops containing LCD Large Screen Panels.
- (22) **Non-Settling Defendant** means any Defendant that is not a Settling Defendant or a Settled Defendant, and includes any Defendant that terminates its own settlement agreement in accordance with its terms or whose settlement otherwise fails to take effect for any reason, whether or not such settlement agreement is in existence at the Date of Execution.
- (23) **Ontario Action** means the Ontario Action as defined in Schedule A.
- (24) **Ontario Certification Order** means the order of the Ontario Court dated October 21, 2011 in respect of the certification of the Ontario Action under the Ontario *Class Proceedings Act*.
- (25) **Ontario Class Proceedings Act** means the *Class Proceedings Act, 1992*, S.O. 1992, c. 6, as amended, S.O. 2006, c. 19.
- (26) **Ontario Counsel** means Siskinds LLP.
- (27) **Ontario Court** means the Ontario Superior Court of Justice.
- (28) **Other Actions** means actions or proceedings, excluding the Proceedings, relating to Released Claims commenced by a Settlement Class Member either before or after the Effective Date.
- (29) **Parties** means the Settling Defendants, the Plaintiffs, and, where necessary, the Settlement Class Members.
- (30) **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.

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

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

(33) **Proportionate Liability** means the proportion of liability a Court ascribes to the Releasees, or would have ascribed to the Releasees, had the Settling Defendants not settled.

(34) **Purchase Price** means the sale price paid by a Person for LCD Large Screen Products purchased during the Class Period, less any rebates, delivery or shipping charges, taxes or any other form of discounts.

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

(36) **Quebec Counsel** means Bouchard Pagé Tremblay, AVOCATS s.e.n.c.r.l.

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

(38) **Released Claims** means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages of any kind (including compensatory, punitive or other damages) whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses (including Administration Expenses), penalties, and lawyers' fees (including Class Counsel Fees), known or unknown, suspected or unsuspected, actual or contingent, and liquidated or unliquidated, in law, under statute or in equity, relating in any way to any conduct anywhere, from the beginning of time to the date hereof, in respect of the purchase, sale, pricing, discounting, marketing or distributing of LCD Products or relating to any conduct alleged (or which was previously or could have been alleged) in the Proceedings including, without limitation, any such claims which have been asserted or could have been asserted directly or indirectly, whether in Canada or elsewhere, in respect of the purchase, sale, pricing, discounting,

marketing or distributing of LCD Products in Canada, including without limitation, any claims for consequential, subsequent or follow-on harm that arises after the date hereof in respect of any agreement, combination or conduct that occurred prior to the date hereof. However, nothing herein shall be construed to release any alleged product defect, breach of contract, or similar claim between the Parties that relates to LCD Products but does not relate to an alleged unlawful conspiracy or other unlawful agreement or combination or as a result of or in connection with any other alleged unlawful horizontal or vertical anti-competitive conduct.

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

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

(41) **Second Ontario Action** means the Second Ontario Action as defined in Schedule A.

(42) **Settled Defendants** means Chunghwa Picture Tubes, Ltd., Imaging Devices Corporation (formerly known as Sanyo Epson Imaging Devices Corporation), Samsung Electronics Co. Ltd., Samsung Electronics Canada Inc., Innolux Corporation (successor to Chi Mei Optoelectronics Corporation), 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., and any Defendant that executes its own settlement agreement after the execution of this Settlement Agreement, which settlement agreement is finally approved by the Court.

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

(44) **Settlement Amount** means USD \$8,680,000.

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

(46) **Settlement Class Member** means a member of a Settlement Class, but does not include any person who has or is deemed to have validly opted out of the Settlement Class.

(47) **Settling Defendants** means AU Optronics Corporation and AU Optronics Corporation America.

(48) **Trust Account** means an interest-bearing trust account at a Canadian Schedule 1 bank or equivalent under the control of Ontario Counsel or the Claims Administrator, once appointed, for the benefit of the Settlement Class Members or the Settling Defendants, as provided for in this Settlement Agreement.

(49) **U.S. Litigation** means the proceedings litigated in the United States District Court for the Northern District of California, under the caption *In re: TFT-LCD (Flat Panel) Antitrust Litigation*, 3:07-md-1827, 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

(1) The Parties shall use their best efforts to effectuate this settlement and to secure the prompt, complete and final dismissal with prejudice of the BC Action, the Ontario Action and the Second Ontario Action as against the Settling Defendants, and shall, forthwith following the Effective Date, file a notice of settlement of the Quebec Action as against the Settling Defendants.

2.2 Motions Seeking Approval of Notice

(1) The Plaintiffs shall bring motions before the Courts, as soon as practicable after the Date of Execution, for orders approving the notices described in Section 11.1(1).

(2) The Ontario orders approving the notices described in Section 11.1(1) shall be substantially in the form attached as Schedule B1 and B2. The BC and Quebec orders approving

the notices described in Section 11.1(1) shall be agreed upon by the Parties and shall mirror the substance and, where possible, the form of the Ontario orders.

2.3 Motions Seeking Certification or Authorization and Approval of the Settlement

(1) The Plaintiffs shall bring motions before the Courts for orders certifying or authorizing the Settlement Class as necessary and approving this Settlement Agreement as soon as practicable after:

- (a) the orders referred to in Section 2.2(2) are granted;
- (b) the notices described in Section 11.1(1) have been published; and
- (c) the deadline for objecting to the Settlement Agreement has expired.

(2) The Ontario orders seeking certification and approval of this Settlement Agreement shall be substantially in the form attached as Schedule C1 and C2. The BC and Quebec orders seeking certification or authorization and approval of this Settlement Agreement shall be agreed upon by the Parties and shall, where possible, mirror the substance and form of the Ontario orders.

(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 Defendants will not oppose any such request.

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

2.4 Pre-Motion 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 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), as necessary to give effect to the terms of the Settlement Agreement, or as otherwise required by law.

Section 3 - Settlement Benefits

3.1 Payment of Settlement Amount

(1) The Settling Defendants shall pay the Settlement Amount to Ontario Counsel for deposit into the Trust Account to be held for the benefit of Settlement Class Members according to the following payment schedule:

- (a) On or before September 30, 2016, the Settling Defendants will pay USD \$2,893,000 converted to Canadian dollars at the Bank of Canada daily currency converter rate in effect on the date payment is made;
- (b) On or before December 31, 2016, the Settling Defendants will pay USD \$2,893,000 converted to Canadian dollars at the Bank of Canada daily currency converter rate in effect on the date payment is made; and
- (c) On or before March 31, 2017, the Settling Defendants will pay USD \$2,894,000 converted to Canadian dollars at the Bank of Canada daily currency converter rate in effect on the date payment is made.

(2) Payment of the Settlement Amount shall be made by wire transfer. Prior to the Settlement Amount becoming due, 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 of beneficiary, beneficiary's bank account number, beneficiary's address, and bank contact details. Any bank transfer fees charged by the bank so designated by Ontario Counsel shall be borne by the Plaintiffs.

(3) The Settlement Amount and other consideration to be provided in accordance with the terms of this Settlement Agreement shall be provided in full satisfaction of the Released Claims against the Releasees. The Parties acknowledge and agree that

- (a) the Plaintiffs have asserted claims against Settling Defendants for alleged overcharges related to alleged anti-competitive conduct and have not alleged a claim for lost profits; and

- (b) none of the funds paid in settlement pursuant to this Agreement is allocated to lost profits.
- (4) The Settlement Amount shall be all-inclusive of all amounts, including interest and costs.
- (5) The Settlement Amount includes, and fully satisfies, any and all outstanding awards of costs against the Settling Defendants in the Proceedings, including, but not limited to, the costs owed by the Settling Defendants in respect of the certification motion, leave to appeal from the Ontario Certification Order, and appeal from the Certification Order, in the Ontario Action .
- (6) The Releasees 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.
- (7) Once a Claims Administrator has been appointed, Ontario Counsel shall transfer all funds in the Trust Account to the Claims Administrator.
- (8) Ontario Counsel and the Claims Administrator, respectively, shall maintain the Trust Account as provided for in this Settlement Agreement.
- (9) While in control of the Trust Account, each of Ontario Counsel and the Claims Administrator, respectively, shall not pay out all or any part of the monies in the Trust Account, except in accordance with this Settlement Agreement, or in accordance with an order of the Courts obtained after notice to the Parties.
- (10) For greater certainty, the steps contemplated by Sections 3.1(7), (8) and (9), above, shall be the sole responsibility of Ontario Counsel and the Claims Administrator, and nothing in those provisions shall be deemed or interpreted to give rise to any obligation on behalf of the Releasees, or any of them.

3.2 Taxes and Interest

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

(2) All taxes payable on any interest which accrues on the Settlement Amount in the Trust Account or otherwise in relation to the Settlement Amount shall be paid from the Trust Account.

(3) Subject to Section 3.2(5), Ontario Counsel or the Claims Administrator shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Amount in the Trust Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned by the Settlement Amount shall be paid from the Trust Account.

(4) Subject to Section 3.2(5), the Settling Defendants 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 on the Settlement Amount or pay any taxes on the monies in the Trust Account.

(5) Notwithstanding Section 3.1(4) and (6), if this Settlement Agreement is terminated, the interest earned on the Settlement Amount in the Trust Account shall be paid to the Settling Defendants in accordance with Section 6.3 who, in such case, shall be solely responsible for the payment of all taxes on such interest not previously paid.

3.3 Intervention in the U.S. Litigation

(1) The Settling Defendants and Releasees 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. However, it is understood and agreed that nothing in this Settlement Agreement shall be construed to require the Settling Defendants or other Releasees to bring or otherwise participate in a motion requesting that the U.S. protective order be lifted.

(2) For greater certainty, nothing in this section 3.3 imposes any obligation on any of the Settling Defendants or Releasees in relation to documents or information subject to protective order, and no step taken by any Settling Defendant or Releasee in furtherance of any term of any protective order shall be considered inconsistent with the terms of this Agreement.

Section 4- Cooperation

4.1 Extent of Cooperation

(1) Subject to section 4.1(9), within thirty (30) days of the Effective Date or at a time mutually agreed to by the Parties, the Settling Defendants agree to make reasonable best efforts to:

- (a) provide to Class Counsel any transcripts or video recordings of all depositions of the Settling Defendants' current or former employees, directors or officers taken in the course of the U.S. Litigation concerning the allegations raised in the Proceedings with respect to the Class Period;
- (b) provide any pre-existing documents ("document" being defined as in Rule 30.01 of the Ontario *Rules of Civil Procedure*) produced from the files of the Settling Defendants in the U.S. Litigation concerning the allegations raised in the Proceedings with respect to the Class Period, including, but not limited to any documents provided to counsel for the plaintiffs in the U.S. Litigation pursuant to any settlement agreements entered into between the plaintiffs in the U.S. Litigation and the Settling Defendants, and any pre-existing translations of any documents produced in the U.S. Litigation; and
- (c) to the extent not included in production under Section 4.1(1)(b), provide any pre-existing documents ("document" being defined as in Rule 30.01 of the Ontario *Rules of Civil Procedure*) provided by the Settling Defendants to the United States Department of Justice, the European Commission, the Canadian Competition Bureau, or any other state, federal or international government or administrative agency, without geographic limitation, concerning the allegations raised in the Proceedings with respect to the Class Period;
- (d) for greater certainty, for the purpose of Section 4.1(1)(c), "pre-existing" excludes, *inter alia*, all documents created after December 6, 2006 in the course of any legal or administrative proceeding, including but not limited to documents created for the purpose of being provided by the Settling Defendants to the United States Department of Justice, the European Commission, the Canadian Competition

Bureau, or any other state, federal or international government or administrative agency, without geographic limitation, concerning the allegations raised in the Proceedings with respect to the Class Period.

(2) The obligation to provide documents pursuant to Section 4.1(1) shall be a continuing obligation to the extent documents are identified by the Settling Defendants following the initial productions pursuant to this Settlement Agreement.

(3) Subject to the rules of evidence, any court order with respect to confidentiality and the other provisions of this Settlement Agreement, the Settling Defendants agree to use reasonable efforts to produce at trial and/or discovery or through acceptable affidavits or other testimony in the Proceedings, representatives qualified to establish for admission into evidence any of the Settling Defendants' documents and information provided as cooperation pursuant to Section 4.1(1) of this Settlement Agreement that Class Counsel and the Settling Defendants, acting reasonably, agree may be reasonably necessary for the prosecution of the Proceedings with respect to the Non-Settling Defendants may be presented to the Courts. The failure of a specific officer, director or employee to agree to make him or herself available, or to otherwise cooperate with the Plaintiffs, shall not constitute a violation of this Settlement Agreement. The Plaintiffs shall be responsible for all reasonable expenses of any representative in relation to an attendance pursuant to this Section.

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

(5) Nothing in Section 4.1 or any other section of 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 that is not within the Settling Defendants' possession, custody or control, 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, attorney work product doctrine, 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 order, regulatory directive, rule or law of this or any applicable jurisdiction, including but not limited to Canada and the U.S., are accidentally or inadvertently disclosed or 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 obligations of the Settling Defendants to cooperate as particularized in Section 4.1 shall not be affected by the release provisions contained in Section 7.1 of this Settlement Agreement. Unless this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the 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 Section 4.1, Class Counsel may move before the Courts, on notice to the Settling Defendants, to enforce the terms of this Settlement Agreement, or set aside the approval of this Settlement Agreement or part thereof and allow the Plaintiffs to obtain discovery or information from the Settling Defendants, or seek such other remedy that is available at law.

(8) Subject to Section 4.1(7), the provisions set forth in this Section 4.1 are the exclusive means by which the Plaintiffs, Class Counsel and Settlement Class Members may obtain discovery or information or documents from the Releasees. Subject to Section 4.1(7), the Plaintiffs, Class Counsel and Settlement Class Members agree that they shall not pursue any other means of discovery against, or seek to compel the evidence of the Releasees whether in Canada or elsewhere and whether under the rules or laws of this or any other Canadian or foreign jurisdiction.

(9) A material factor influencing the decision by the Settling Defendants to execute this Settlement Agreement is their 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 agree not to seek information that is unnecessary, cumulative or duplicative and agree otherwise to avoid imposing undue, unreasonable or disproportionate

burden or expense on the Settling Defendants. If Class Counsel reach a settlement with all of the Non-Settling Defendants or obtain final judgment against each of them in the Proceedings, then all obligations under this Section 4 shall cease and this Section 4 shall be of no force or effect.

(10) The scope of the Settling Defendants' cooperation under this Settlement Agreement shall be limited to the claims made in the Proceedings as presently filed.

4.2 Limits on Use of Documents

(1) It is understood and agreed that all documents made available or provided by the Settling 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, except to the extent that the documents are otherwise publicly available. The Plaintiffs and Class Counsel further agree that paragraphs 6 and 12 of the discovery plan in the Ontario Action, as modified, will apply to the documents and information provided by the Settling Defendants pursuant to Section 4.1. Plaintiffs and Class Counsel agree they will not publicize or disclose the information or documents provided by the Settling Defendants beyond what is reasonably necessary for the prosecution of the Proceedings or as otherwise required by law, except to the extent that the documents are already publicly available. Subject to the foregoing, Class Counsel shall take reasonable precautions to ensure and maintain the confidentiality of such documents and information, and of any work product of Class Counsel that discloses such documents and information.

(2) If the Plaintiffs or Class Counsel intend to produce for discovery or file with any Court in the Proceedings any documents provided by the Settling Defendants as cooperation under the Settlement Agreement (and such disclosure is not otherwise prohibited by this Settlement Agreement), Class Counsel shall provide the Settling Defendants with an advance description of the documents sought to be produced or filed at least thirty (30) days in advance of the proposed production or filing, in order that the Settling Defendants may move to obtain a sealing or confidentiality order or similar relief. If the Settling Defendants so move, the Plaintiffs and Class Counsel shall not oppose the Settling Defendants' motion, provided that the terms and scope of the order sought are reasonable and are analogous to those obtained in similar antitrust class actions ongoing in Ontario, British Columbia, and Quebec, as applicable. The Plaintiffs

and Class Counsel shall not produce or file the confidential information or documents until the Settling Defendants' motion has been decided and all applicable appeal periods have expired.

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

Section 5 - Distribution of the Settlement Amount and Accrued Interest

5.1 Distribution Protocol

(1) At a time wholly within the discretion of Class Counsel, but on notice to the Settling Defendants, 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

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

Section 6 - Termination of Settlement Agreement

6.1 Right of Termination

(1) In the event that:

- (a) any Court declines to certify or authorize any of the Proceedings for the purposes of the Settlement Agreement;
- (b) any Court declines to dismiss or declare settled out of court any of the Proceedings as against the Settling Defendants;
- (c) any Court declines to approve this Settlement Agreement or any material part hereof;
- (d) any Court approves this Settlement Agreement in a materially modified form;
- (e) the Parties do not reach agreement on the form and content of any order required by this Settlement Agreement, or the agreed order is approved by a Court in a materially modified form; or
- (f) any orders approving this Settlement Agreement made by any Court do not become Final Orders;

each of the Settling Defendants and the Plaintiffs shall have the right to terminate this Settlement Agreement by delivering a written notice pursuant to Section 14.18 within thirty (30) days following an event described above.

(2) Except as provided for in Section 6.4, if the Settling Defendants or the Plaintiffs exercise their right to terminate, the Settlement Agreement shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.

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

- (a) Class Counsel Fees;
- (b) the Distribution Protocol; or
- (c) documentary confidentiality as provided in Section 4.2(2) above;

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

6.2 If Settlement Agreement is Terminated

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

- (a) no motion to certify or authorize any of the Proceedings as a class proceeding on the basis of this Settlement Agreement, or to approve this Settlement Agreement, which has not been decided, shall proceed;
- (b) any order certifying or authorizing a Proceeding as a class proceeding on the basis of the Settlement Agreement, or approving this Settlement Agreement shall be set aside and declared null and void and of no force or effect, and the Parties shall be estopped from asserting otherwise;
- (c) any prior certification or authorization of a Proceeding as a class proceeding on the basis of this Settlement Agreement, including the definitions of the Settlement Class and the Common Issue pursuant to this Settlement Agreement, shall be without prejudice to any position that any of the Parties or Releasees may later take on any issue in the Proceedings or any other litigation; 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 under this Settlement Agreement 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 Section 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.

6.3 Allocation of Monies in the Trust Account Following Termination

(1) If the Settlement Agreement is terminated in accordance with its terms, then within thirty (30) business days of written notice advising that the Settlement Agreement has been terminated, Ontario Counsel shall pay to the Settling Defendants the money in the Trust Account, plus all accrued interest thereon, but less any already-accrued costs of the notices required by Section 11.1(1) and any already-accrued translation costs pursuant to Section 14.12.

6.4 Survival of Provisions After Termination

(1) If this Settlement Agreement is terminated, the provisions of Sections 3.1(8), 3.1(9), 3.2(3), 3.2(5), 4.1(6), 6.2(1), 6.3, 6.4(1), 9.1, 9.2, 12.2(3) and 14.6, and the definitions and Schedules applicable thereto shall survive the termination and continue in full force and effect. The definitions and Schedules shall survive only for the limited purpose of the interpretation of Sections 3.1(8), 3.1(9), 3.2(3), 3.2(5), 4.1(6), 6.2(1), 6.3, 6.4(1), 9.1, 9.2, 12.2(3) and 14.6 within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

Section 7 - Releases and Dismissals

7.1 Release of Releasees

(1) Subject to Section 7.3, upon the Effective Date, in consideration of payment of the Settlement Amount and for other valuable consideration set forth in the Settlement Agreement, the Releasers forever and absolutely release the Releasees from the Released Claims that any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have.

7.2 Release by Releasees

(1) 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.

7.3 Covenant Not To Sue

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

7.4 No Further Claims

(1) Upon the Effective Date, 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, except for the continuation of the Proceedings against the Non-Settling Defendants or unnamed co-conspirators that are not Releasees or, if the Proceedings are not certified or authorized, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendant or unnamed co-conspirator that is not a Releasee.

7.5 Dismissal of the Proceedings

(1) Upon the Effective Date, the BC Action, the Ontario Action and the Second Ontario Action shall be dismissed with prejudice and without costs as against the Settling Defendants.

(2) Upon the Effective Date or forthwith thereafter, a notice of settlement shall be filed indicating that the Quebec Action has been terminated by the present transaction without costs and without reservation, as against the Settling Defendants.

7.6 Dismissal of Other Actions

- (1) Upon the Effective Date, each Settlement Class Member shall be deemed to irrevocably consent to the dismissal, without costs and with prejudice, of his, her or its Other Actions against the Releasees.
- (2) Upon the Effective Date, all Other Actions commenced in Ontario or British Columbia by any Settlement Class Member shall be dismissed against the Releasees, without costs and with prejudice.
- (3) Upon the Effective Date, this transaction shall terminate all Other Actions commenced in Quebec by any Settlement Class Member.

7.7 Material Term

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

Section 8 - Bar Order, Waiver of Solidarity Order and Other Claims

8.1 British Columbia and Ontario Bar Order

- (1) Class Counsel shall seek bar orders from the Ontario Court and the BC Court providing for the following:
 - (a) all claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Proceedings or otherwise, by any Non-Settling Defendant by any named or unnamed co-conspirator that is not a Releasee or by any other Person or party, against a Releasee, or by a Releasee against any 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 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 Ontario Court or BC Court, as applicable, ultimately 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 Ontario and BC Plaintiffs and Settlement Class Members shall not be entitled to claim or recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;

(B) the Ontario and BC Plaintiffs and Settlement Class Members shall limit their claims against the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to include, 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 Ontario and BC Plaintiffs and the Settlement Class Members, if any, and, for greater certainty, the Ontario and 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) the Ontario and BC Courts shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the relevant Proceeding, whether or not the Releasees remain in the relevant Proceeding or appear at the trial or other disposition, and the Proportionate Liability of the Releasees shall be determined as if the Releasees are parties to the relevant Proceeding and any determination by the Court in respect of the Proportionate Liability of the Releasees shall only apply in the relevant Proceeding and shall not be binding on the Releasees in any other proceeding;
- (c) after the relevant Proceeding against the Non-Settling Defendants has been certified and all appeals or times to appeal have been exhausted, and on at least ten (10) days' notice to Counsel for the Settling Defendants, a Non-Settling Defendant may, on motion to the Ontario Court or the BC Court, as appropriate, seek orders for the following:
 - (A) documentary discovery and an affidavit of documents (list of documents in British Columbia) from the Settling Defendants 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 (notice to admit in British Columbia) on the Settling Defendants in respect of factual matters; and/or
 - (D) 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 Defendants.
- (d) the Settling Defendants retain all rights to oppose any motion brought pursuant to Section 8.1(1)(c), including any such motion brought at trial seeking an order requiring the Settling Defendants to produce a representative to testify at trial. Moreover, nothing herein restricts the Settling Defendants from seeking a protective order, to which the Plaintiffs shall not oppose, to maintain the confidentiality and protection of proprietary information in respect of documents

to be produced and/or for information obtained from discovery in accordance with Section 8.1(1)(c);

- (e) on any motion brought pursuant to Section 8.1(1)(c), the Ontario or BC Court, as applicable, may make such orders as to costs and other terms as it considers appropriate;
- (f) to the extent that such an order is granted and discovery is provided to a Non-Settling Defendant, a copy of all discovery provided, whether oral or documentary in nature, shall be provided by the Settling Defendants to the Plaintiffs and Class Counsel within ten (10) days of such discovery being provided to a Non-Settling Defendant;
- (g) the Ontario and BC Courts will retain an ongoing supervisory role over the discovery process and the Settling Defendants will attorn to the jurisdiction of the Ontario and BC Courts for these purposes; and
- (h) a Non-Settling Defendant may effect service of the motion(s) referred to in Section 8.1(1)(c) on the Settling Defendants by service on Counsel for the Settling Defendants in the relevant Proceedings.

8.2 Quebec Waiver or Renunciation of Solidarity Order

- (1) Class Counsel shall seek an order from the Quebec Court providing for the following:
 - (a) that upon the Effective Date the Quebec Petitioners and the Settlement Class Members in the Quebec Action are deemed to have renounced the benefit of solidarity against the Non-Settling Defendants with respect to the facts, deeds or other conduct of the Releasees;
 - (b) that the Court shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the Quebec Action, whether or not the Releasees appear at the trial or other disposition and the Proportionate Liability of the Releasees shall be determined as if the Releasees are still parties to the Quebec Action, and any determination by the Court in respect of the Proportionate Liability of the Releasees shall apply only in the Quebec Action and

shall not be binding on the Releasees in any other proceedings or for any other purpose;

- (c) that any attempt to obtain any contribution or indemnity from the Releasees or relating to the Released Claims, including by claim in warranty or joinder of parties shall be inadmissible and void in the context of the Quebec Action; and
- (d) that the ability of Non-Settling Defendants to seek discovery from the Settling Defendants shall be determined according to the provisions of the *Code of Civil Procedure*, and the Settling Defendants shall retain and reserve all of their rights to oppose such discovery under the *Code of Civil Procedure* as a third party to the Quebec Action.

8.3 Claims Against Other Entities Reserved

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

Section 9 - Effect of Settlement

9.1 No Admission of Liability

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

9.2 Agreement Not Evidence

- (1) The Parties agree that, whether or not it is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and

proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to approve and/or enforce this Settlement Agreement, to defend against the assertion of Released Claims, or as otherwise required by law.

9.3 No Further Litigation

(1) No Class Counsel may 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 that are not Releasees or, if the Proceedings are not certified or authorized, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendant or unnamed co-conspirator that is not a Releasee, subject to Section 9.3(2) of this Settlement Agreement. Moreover, subject to the other terms of this Settlement Agreement, Class Counsel may not divulge to anyone for any purpose any information obtained in the course of the Proceedings or the negotiation and preparation of this Settlement Agreement, except to the extent such information is otherwise publicly available or unless ordered to do so by a court.

(2) Section 9.3(1) shall be inoperative to the extent that it is inconsistent with BC Counsel's obligations under Rule 3.2-10 of the *Code of Professional Conduct for British Columbia*.

Section 10 - Certification or Authorization for Settlement Only

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

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

(3) The Parties agree that the certification or authorization of the Proceedings as against the Settling Defendants for the purpose of implementing this Settlement Agreement, shall not derogate in any way from the rights of the Plaintiffs as against the Non-Settling Defendants, except as expressly set out in this Settlement Agreement.

Section 11 - Notice to Settlement Classes

11.1 Notices Required

(1) The proposed Settlement Classes shall be given notice of: (i) hearings at which the Courts will be asked to certify or authorize the Proceedings as class proceedings and approve the Settlement Agreement; and (ii) if they are brought with the hearings to approve the Settlement Agreement, the hearings to approve Class Counsel Fees and/or a Distribution Protocol.

(2) If the Settlement Agreement is approved, the proposed Settlement Classes shall be given notice of the certification or authorization of the Proceedings as class proceedings, the approval of this Settlement Agreement if granted by the Courts, and the approval of the Distribution Protocol if granted by the Courts.

(3) If this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect, the proposed Settlement Classes shall be given notice of such event.

11.2 Form and Distribution of Notices

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

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

Section 12 - Administration and Implementation

12.1 Mechanics of Administration

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

12.2 Information and Assistance

(1) The Settling Defendants have provided to Class Counsel a list of the names and addresses of Persons, if any, in Canada who purchased LCD Large Screen Products from the Settling Defendants or the Releasees during the Class Period and the Purchase Price paid by each such Person.

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

- (a) to facilitate the dissemination of the notices required in Section 11.1;
- (b) to advise Persons in Canada who purchased LCD Large Screen Products from the Settling Defendants during the Class Period of any subsequent settlement agreement reached in the Proceedings, any related approval hearings, and any other major steps in the Proceedings;
- (c) to facilitate the claims administration process with respect to this Settlement Agreement and any other settlement agreement(s) achieved or court awards issued in the Proceedings; and
- (d) as otherwise authorized in Section 4.

(3) All information provided by the Settling Defendants pursuant to Section 12 shall be dealt with in accordance with Section 4.2, except that Class Counsel may disclose all information provided by the Settling Defendants pursuant to Section 12.2(1) to any Court-appointed notice provider and/or the Claims Administrator, to the extent reasonably necessary for the purposes enumerated in Section 12.2(2). Any Court-appointed notice provider and/or the Claims Administrator shall be bound by the same confidentiality obligations set out in Section 4.2. If this Settlement Agreement is terminated, all information provided by the

Settling Defendants pursuant to Section 12.2(1) shall be dealt with in accordance with Section 6.2(1)(d) and no record of the information so provided shall be retained by Class Counsel in any form whatsoever.

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

(5) The Settling Defendants' obligations pursuant to this Section 12.2 shall not be affected by the release provisions contained in Section 7 of this Settlement Agreement. Unless this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason, the Settling Defendants' obligations to cooperate pursuant to this Section 12.2 shall cease when the Proceedings are resolved as against all Defendants and all settlement funds or court awards have been distributed.

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

Section 13 - Class Counsel Fees and Administrative Expenses

(1) Class Counsel may seek the Courts' approval to pay Class Counsel Fees and Administration Expenses 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 11.1 and the translation referred to in Section 14.12 shall be paid by Ontario Counsel out of the Trust Account, as they become due.

(3) Except as provided in Section 13(2), Class Counsel Fees and Administration Expenses may only be paid out of the Trust Account after the Effective Date.

(4) Class Counsel reserve the right to bring motions to the Courts for payment out of the Account for any future adverse cost awards and future disbursements.

(5) The Settling Defendants shall not be liable for any fees, disbursements or taxes of the lawyers, experts, advisors, agents, or representatives retained by Class Counsel, the Plaintiffs or

the Settlement Class Members, any amounts to which the Fonds d'aide aux recours collectif in Quebec may be entitled, or any lien of any Person on any payment to any Settlement Class Member from the Settlement Amount.

Section 14 - Miscellaneous

14.1 Motions for Directions

(1) Class Counsel or the Settling Defendants may apply to the Ontario Court for directions in respect of the interpretation, implementation and administration of this Settlement Agreement. Motions for directions that do not relate specifically to the matters affecting the BC Action and/or the Quebec Action shall be determined by the Ontario Court.

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

14.2 Releasees Have No Liability for Administration

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

14.3 Headings, etc.

(1) In this Settlement Agreement:

(a) the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and

(b) the terms "this Settlement Agreement", "hereof", "hereunder", "herein", and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement.

14.4 Computation of Time

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

(a) where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and

including the day on which the second event happens, including all calendar days;
and

- (b) only in the case where the time for doing an act expires on a holiday (as “holiday” is defined in the *Rules of Civil Procedure*, RRO 1990, Reg 194), the act may be done on the next day that is not a holiday.

14.5 Ongoing Jurisdiction

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

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

(3) Notwithstanding Sections 14.5(1) and 14.5(2), the Ontario Court shall exercise jurisdiction with respect to implementation, administration, interpretation and enforcement of the terms of this Settlement Agreement, and the Plaintiffs, Settlement Class Members and Settling Defendants attorn to the jurisdiction of the Ontario Court for such purposes. Issues related to the administration of this Settlement Agreement, the Trust Account, and other matters not specifically related to the BC Action or the Quebec Action shall be determined by the Ontario Court.

14.6 Governing Law

(1) Subject to Section 14.6(2), this Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario.

(2) Notwithstanding Section 14.6(1), for matters relating specifically to procedural issues in the BC Action or the Quebec Action, as applicable, the BC Court or the Quebec Court, as applicable, shall apply the law of its own jurisdiction.

14.7 Entire Agreement

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

14.8 Amendments

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

14.9 Binding Effect

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

14.10 Counterparts

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

14.11 Negotiated Agreement

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

drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

14.12 Language

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

14.13 Transaction

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

14.14 Recitals

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

14.15 Schedules

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

14.16 Acknowledgements

- (1) Each of the Parties hereby affirms and acknowledges that:
- (a) he, she or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood the Settlement Agreement;
 - (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her or the Party's representative by his, her or its counsel;

- (c) he, she or the Party's representative fully understands each term of the Settlement Agreement and its effect; and
- (d) no Party has relied upon any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other Party, beyond the terms of the Settlement Agreement, with respect to the first Party's decision to execute this Settlement Agreement.

14.17 Authorized Signatures

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

14.18 Notice

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

For the Plaintiffs and for Class Counsel:

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

Reidar Mogerman
CAMP FIORANTE MATTHEWS
MOGERMAN
4th Floor, 856 Homer St.
Vancouver, BC V6B 2W5
Tel: 604-689-7555
Fax: 604-689-7554
Email: rmogerman@cfmlawyers.ca

Brian A. Garneau
BOUCHARD PAGÉ TREMBLAY, AVOCATS
S.E.N.C.
825, boulevard Lebourgneuf, 510
Québec (Québec) G2J 0B9
Tel: 418-622-6699
Fax: 418-628-1912
Email: brianagarneau@bptavocats.com

For the Settling Defendants:

J. Kenneth McEwan and Emily Kirkpatrick
HUNTER LITIGATION CHAMBERS
1040 West Georgia Street, Suite 2100
Vancouver, BC V6E 4H1

Tel: 604-891-2400
Fax: 604-647-4554
Email: kmcewan@litigationchambers.com
ekirkpatrick@litigationchambers.com

14.19 Date of Execution

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

THE FANSHAWE COLLEGE OF APPLIED ARTS AND TECHNOLOGY on its own behalf and on behalf of the Settlement Class, by its counsel

Name of Authorized Signatory: Charles M. Wright

Signature of Authorized Signatory: 
Siskinds LLP
Ontario Counsel

KRISTOPHER GRUBER on his own behalf and on behalf of the Settlement Class, by his counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____
Camp Fiorante Matthews Mogerman
BC Counsel

COMMUNICATION MEGA-SAT INC. on its own behalf and on behalf of the Settlement Class, by its counsel

Name of Authorized Signatory: _____

For the Settling Defendants:

J. Kenneth McEwan and Emily Kirkpatrick
HUNTER LITIGATION CHAMBERS
1040 West Georgia Street, Suite 2100
Vancouver, BC V6E 4H1

Tel: 604-891-2400
Fax: 604-647-4554
Email: kmcewan@litigationchambers.com
ekirkpatrick@litigationchambers.com

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THE FANSHAWE COLLEGE OF APPLIED ARTS AND TECHNOLOGY on its own behalf and on behalf of the Settlement Class, by its counsel

Name of Authorized Signatory: _____

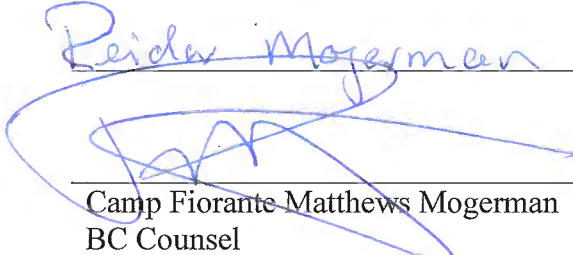
Signature of Authorized Signatory: _____

Siskinds LLP
Ontario Counsel

KRISTOPHER GRUBER on his own behalf and on behalf of the Settlement Class, by his counsel

Name of Authorized Signatory: _____

Reidar Mogerma



Camp Fiorante Matthews Mogerma
BC Counsel

COMMUNICATION MEGA-SAT INC. on its own behalf and on behalf of the Settlement Class, by its counsel

Name of Authorized Signatory: _____

For the Settling Defendants:

J. Kenneth McEwan and Emily Kirkpatrick
HUNTER LITIGATION CHAMBERS
1040 West Georgia Street, Suite 2100
Vancouver, BC V6E 4H1

Tel: 604-891-2400
Fax: 604-647-4554
Email: kmcewan@litigationchambers.com
ekirkpatrick@litigationchambers.com

14.19 Date of Execution

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

THE FANSHAWE COLLEGE OF APPLIED ARTS AND TECHNOLOGY on its own behalf and on behalf of the Settlement Class, by its counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____

Siskinds LLP
Ontario Counsel

KRISTOPHER GRUBER on his own behalf and on behalf of the Settlement Class, by his counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____

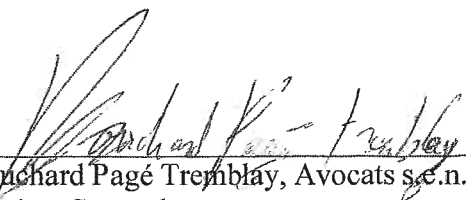
Camp Fiorante Matthews Mogerman
BC Counsel

COMMUNICATION MEGA-SAT INC. on its own behalf and on behalf of the Settlement Class, by its counsel

Name of Authorized Signatory: _____

Brian A. Garneau

Signature of Authorized Signatory:



Bonchard Pagé Tremblay, Avocats s.c.n.c.
Quebec Counsel

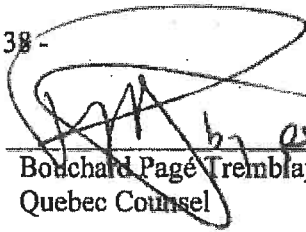
AU OPTRONICS CORPORATION AND AU OPTRONICS CORPORATION AMERICA
by their counsel

Name of Authorized Signatory:

Signature of Authorized Signatory:

Hunter Litigation Chambers

Signature of Authorized Signatory:



by *commission*
 Boucharid Page Tremblay, Avocats s.e.n.c.
 Quebec Counsel

AU OPTRONICS CORPORATION AND AU OPTRONICS CORPORATION AMERICA
by their counsel

Name of Authorized Signatory:



Ken McEwan

Signature of Authorized Signatory:



Hunter Litigation Chambers

SCHEDULE "A"

Proceedings

Court and File No.	Plaintiffs' Counsel	Plaintiff	Defendants	Settlement Class
Ontario Action				
Ontario Superior Court of Justice, Court File No. 54054CP	Siskinds LLP	The Fanshawe College of Applied Arts and Technology	LG Philips LCD Co., Ltd., L.G. Philips LCD America, Inc., Sharp Corporation, Sharp Electronics Corporation, Sharp Electronics of Canada Ltd., Toshiba Corporation, Toshiba Matsushita Display Technology Co., Ltd., Toshiba America Corporation, Toshiba of Canada Limited, and AU Optronics Corporation America	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.
Second Ontario Action				
Ontario Superior Court of Justice, Court File No. 62858CP	Siskinds LLP	The Fanshawe College of Applied Arts and Technology	AU Optronics Corporation, Chi Mei Corporation, Chi Mei Optoelectronics Corporation, Nexgen Mediatech Inc., and HannStar Display Corporation	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.

Court and File No.	Plaintiffs' Counsel	Plaintiff	Defendants	Settlement Class
BC Action				
British Columbia Supreme Court File No. S071569 (Vancouver Registry)	Camp Fiorante Matthews Mogerman	Kristopher Gruber	LG Display Co., Ltd. fka LG Philips LCD Co., Ltd.. LG Display America, Inc. fka LG Philips LCD America, Inc., 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. and HannStar Display Corporation	All Persons in British Columbia who purchased LCD Large Screen Products during the Class Period, except the Excluded Persons.
Quebec Action				
Superior Court of Quebec (District of Quebec), File No. 200-06-00082-076	Bouchard Pagé Tremblay, Avocats s.e.n.c.	Communication Mega-Sat Inc.	AU Optronics Corp., AU Optronics Corporation America, HannStar Display Corporation, L.G. Philips LCD America, Inc., LG Philips LCD Co., Ltd., Sharp Corporation, Sharp Electronics Corporation, Sharp Electronics of Canada Ltd., Toshiba America Corporation, Toshiba Corporation, Toshiba Matsushita Display Technology Co., Ltd., Toshiba of Canada Limited	All (i) individuals in Quebec and (ii) legal persons resident in Quebec established for a private interest, partnership or association who purchased LCD Large Screen Products during the Class Period, except Excluded Persons.

SCHEDULE "B1"

Court File No. 54054CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) , THE DAY
JUSTICE GRACE) OF , 2016

B E T W E E N :

THE FANSHAWE COLLEGE OF APPLIED ARTS AND TECHNOLOGY

Plaintiff

- and -

LG PHILIPS LCD CO., LTD., L.G. 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., SHARP CORPORATION, SHARP ELECTRONICS CORPORATION, SHARP ELECTRONICS OF CANADA LTD., TOSHIBA CORPORATION, TOSHIBA MATSUSHITA DISPLAY TECHNOLOGY CO., LTD., TOSHIBA AMERICA CORPORATION, TOSHIBA OF CANADA LIMITED, AU OPTRONICS CORPORATION AMERICA, INNOLUX CORPORATION, CHI MEI OPTOELECTRONICS USA, INC., CHI MEI OPTOELECTRONICS JAPAN CO., LTD. and CHUNGHWA PICTURE TUBES, LTD.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER

THIS MOTION made by the Plaintiff for an Order approving the short-form and long-form notice of settlement approval hearing ("Notices of Hearing") and the plan of dissemination of said notices was heard by teleconference this day at the Court House, 80 Dundas Street, London, Ontario.

ON READING the materials filed, including the settlement agreement dated ●, 2016 attached to this Order as Schedule "A" (the "Settlement Agreement"), and on hearing the submissions of counsel for the Plaintiff and counsel for AU Optronics Corporation and AU

Optronics Corporation America (collectively the “Settling Defendants”), and on being advised that counsel for the Non-Settling Defendants take no position on this motion;

AND ON BEING ADVISED that the Plaintiff and the Settling Defendants 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 short-form and long-form of the Notices of Hearing are hereby approved substantially in the form attached hereto as Schedules “B” and “C”, respectively.
3. **THIS COURT ORDERS** that the plan of dissemination of the Notices of Hearing to settlement class members (the “Plan of Dissemination”) is hereby approved in the form attached hereto as Schedule “D”.
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 Order is contingent upon parallel orders being made by the BC Court and the Quebec Court, and the terms of this Order shall not be effective unless and until such orders are made by the BC Court and the Quebec Court.

The Honourable Justice Grace

SCHEDULE "B2"

Court File No. 62858CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) , THE DAY
JUSTICE GRACE) OF , 2016

B E T W E E N :

THE FANSHAWE COLLEGE OF APPLIED ARTS AND TECHNOLOGY

Plaintiff

- and -

AU OPTRONICS CORPORATION, CHI MEI CORPORATION,
CHI MEI OPTOELECTRONICS CORPORATION, NEXGEN MEDIATECH INC.,
and HANNSTAR DISPLAY CORPORATION

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER

THIS MOTION made by the Plaintiff for an Order approving the short-form and long-form notice of settlement approval hearing ("Notices of Hearing") and the plan of dissemination of said notices was heard by teleconference this day at the Court House, 80 Dundas Street, London, Ontario.

ON READING the materials filed, including the settlement agreement dated ●, 2016 attached to this Order as Schedule "A" (the "Settlement Agreement"), and on hearing the submissions of counsel for the Plaintiff and counsel for AU Optronics Corporation and AU Optronics Corporation America (collectively the "Settling Defendants"), and on being advised that counsel for the Non-Settling Defendants take no position on this motion;

AND ON BEING ADVISED that the Plaintiff and the Settling Defendants 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 short-form and long-form of the Notices of Hearing are hereby approved substantially in the form attached hereto as Schedules “B” and “C”, respectively.
3. **THIS COURT ORDERS** that the plan of dissemination of the Notices of Hearing to settlement class members (the “Plan of Dissemination”) is hereby approved in the form attached hereto as Schedule “D”.
4. **THIS COURT ORDERS** that the Notices of Hearing shall be disseminated in accordance with the Plan of Dissemination.

The Honourable Justice Grace

SCHEDULE "C1"

Court File No. 54054CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) _____, THE _____ DAY
JUSTICE GRACE) OF _____, 2016

B E T W E E N :

THE FANSHAWE COLLEGE OF APPLIED ARTS AND TECHNOLOGY

Plaintiff

- and -

**LG PHILIPS LCD CO., LTD., L.G. 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., SHARP CORPORATION, SHARP
ELECTRONICS CORPORATION, SHARP ELECTRONICS OF CANADA LTD., TOSHIBA
CORPORATION, TOSHIBA MATSUSHITA DISPLAY TECHNOLOGY CO., LTD.,
TOSHIBA AMERICA CORPORATION, TOSHIBA OF CANADA LIMITED, AU
OPTRONICS CORPORATION AMERICA, INNOLUX CORPORATION, CHI MEI
OPTOELECTRONICS USA, INC., CHI MEI OPTOELECTRONICS JAPAN CO., LTD. and
CHUNGHWA PICTURE TUBES, LTD.**

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**ORDER
(AUO Settlement Approval)**

THIS MOTION made by the Plaintiff for an Order approving the Settlement Agreement entered into with the Settling Defendant, AU Optronics Corporation America, was heard this day at the Court House, 80 Dundas Street, London, Ontario.

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

AND ON BEING ADVISED that the deadline for objecting to the Settlement Agreement has passed and there have been ● objections to the Settlement Agreement;

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

AND WHEREAS this Court has certified a national class defined as:

All persons in Canada (excluding defendants and their respective parents, employees, subsidiaries, affiliates, officers and directors) who purchased LCD Panels* or LCD Products** directly from a defendant or any entity affiliated with a defendant, an Original Equipment Manufacturer*** or a Distributor**** in Canada between January 1, 1998 and December 11, 2006.

*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), Apple Canada Inc., 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, Panasonic Corporation, Koninklijke Philips Electronics N.V., Polaroid Corporation, Prima Technology Inc., Proview Technology Inc., TTE Corporation (including the RCA brand), Sony of Canada Ltd., Stealth Computer Corporation, ViewSonic Corporation and Westinghouse Digital Electronics.

****Distributor means any of the following entities or any company affiliated with any of the following entities: ALC Micro, Computer Distributors of Canada, Comtronic Computer Inc., D&H Distributing Co., Eprom Inc., Funai Electric Co., Ltd., Ingram Micro Inc., Pro-Data Inc., Supercom, Synnex Canada Limited, Tech Data Canada Corporation and TTX Canada.

ON READING the materials filed, including the settlement agreement attached to this Order as Schedule "A" (the "Settlement Agreement"), and on hearing the submissions of counsel for the Plaintiffs and counsel for the Settling Defendant, the Non-Settling Defendants taking no position:

1. **THIS COURT ORDERS** that, in addition to the definitions used elsewhere in this Order, for the purposes of this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that the Settlement Agreement is fair, reasonable and in the best interests of the Settlement Class.
3. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved pursuant to s. 29 of the *Class Proceedings Act, 1992* and shall be implemented and enforced in accordance with its terms.
4. **THIS COURT ORDERS** that this Order, including the Settlement Agreement, is binding upon each Settlement Class Member including those Persons who are minors or mentally incapable and the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure* are dispensed with in respect of the Ontario Action.
5. **THIS COURT ORDERS** that, upon the Effective Date, each 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.
6. **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.

7. **THIS COURT ORDERS** that, upon the Effective Date, subject to paragraph 15, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.

8. **THIS COURT ORDERS** that, upon the Effective Date, each Releasor shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any proceeding, cause of action, claim or demand against any Releasee or any other Person who may claim contribution or indemnity, or other claims over relief, from any Releasee, whether pursuant to the *Negligence Act*, RSO 1990, c. N. 1 or other legislation or at common law or equity in respect of any Released Claim, except for the continuation of the Proceedings against the Non-Settling Defendants or named or unnamed co-conspirators that are not Releasees 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.

9. **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.

10. **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.

11. **THIS COURT ORDERS** that all claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Proceedings or otherwise, by any Non-Settling Defendant, by any named or unnamed co-conspirator that is not a Releasee or by any other Person or party, against a Releasee, or by a Releasee against any 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 (unless such claim is made in respect of a claim by a Person who has validly opted out of the Proceedings);

12. **THIS COURT ORDERS** that if, in the absence of paragraph 11 above, this 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 Ontario Plaintiff and Ontario Settlement Class Members shall not be entitled to claim or recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;

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

13. **THIS COURT ORDERS** that if, in the absence of paragraph 12 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 Settlement Class Members in the Ontario Action.

14. **THIS COURT ORDERS** that a Non-Settling Defendant may, on motion to this Court determined as if the Settling Defendant remained a party to the Ontario Action and on at least ten (10) days' notice to Counsel for the Settling Defendant, and not to be brought unless and until the Ontario Action against the Non-Settling Defendants has been certified and all appeals or times to appeal have been exhausted, seek orders for the following:

- (a) documentary discovery and an affidavit of documents from the Settling Defendant in accordance with the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194;
- (b) oral discovery of a representative of the Settling Defendant, the transcript of which may be read in at trial;
- (c) leave to serve a request to admit on the Settling Defendant 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.

15. **THIS COURT ORDERS** that the Settling Defendant retains all rights to oppose such motion(s) brought under paragraph 14. Moreover, nothing herein restricts the Settling Defendant from seeking a protective order to maintain confidentiality and protection of proprietary information in respect of documents to be produced and/or for information obtained from discovery in accordance with paragraph 14. Notwithstanding any provision in this Order, on any motion brought pursuant to paragraph 14, the Court may make such orders as to costs and other terms as it considers appropriate.

16. **THIS COURT ORDERS** that a Non-Settling Defendant may effect service of the motion(s) referred to in paragraph 14 above by service on Counsel for the Settling Defendant.

17. **THIS COURT ORDERS** that for purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Settling Defendant attorns 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.

18. **THIS 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 in the Ontario Action against the Non-Settling Defendants or named or unnamed co-conspirators who are not Releasees.

19. **THIS COURT ORDERS** that no Releasee shall have any responsibility or liability whatsoever relating to the administration of the Settlement Agreement; to administration, investment, or distribution of the Trust Account; or to the Distribution Protocol.
20. **THIS COURT ORDERS** that Ontario Counsel shall hold the Settlement Amount, plus any accrued interest, in trust for the benefit of the Settlement Classes pending further orders of the Courts.
21. **THIS COURT ORDERS** that the approval of the Settlement Agreement is contingent upon approval by the BC Court and the Quebec Court, and the terms of this Order shall not be effective unless and until the Settlement Agreement is approved by the BC Court and the Quebec Court, the BC Action has been dismissed with prejudice and without costs as against the Settling 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 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.
22. **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.
23. **THIS COURT ORDERS** that this action be and is hereby dismissed against the Settling Defendants, without costs and with prejudice.

THE HONOURABLE JUSTICE GRACE

SCHEDULE "C2"

Court File No. 62858CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) _____, THE _____ DAY
JUSTICE GRACE) OF _____, 2016

B E T W E E N :

THE FANSHAWE COLLEGE OF APPLIED ARTS AND TECHNOLOGY

Plaintiff

- and -

AU OPTRONICS CORPORATION, CHI MEI CORPORATION,
CHI MEI OPTOELECTRONICS CORPORATION, NEXGEN MEDIATECH INC.,
and HANNSTAR DISPLAY CORPORATION

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**ORDER
(AUO Settlement Approval)**

THIS MOTION made by the Plaintiff for an Order certifying this action as a class proceeding for settlement purposes as it relates to the Settling Defendant, AU Optronics Corporation, and approving the Settlement Agreement entered into with the Settling Defendant was heard this day at the Court House, 80 Dundas Street, London, Ontario.

ON BEING ADVISED that, pursuant to the order of this Court issued in the Ontario Action, dated April 26, 2010, a right to opt out was provided with respect to members of the settlement class as defined in that order and one Person validly and timely exercised the right to opt-out in accordance with that order;

AND ON BEING ADVISED that, pursuant to the order of this Court issued in the Ontario Action, dated December 11, 2011, a right to opt out was provided with respect to members of the settlement class as defined in that order;

AND ON BEING ADVISED that, pursuant to the order of this Court issued in the Ontario Action, dated May 28, 2013, a right to opt out was provided with respect to members of the settlement class as defined in that order;

AND ON BEING ADVISED that, pursuant to the order of this Court issued in this action, dated September 23, 2013, the right to opt out as provided in the Ontario Action was deemed to apply to this action and that no further right to opt out would be provided in the context of this action;

AND ON BEING ADVISED that the deadline for objecting to the Settlement Agreement has passed and there have been ● objections to the Settlement Agreement;

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

ON READING the materials filed, including the settlement agreement attached to this Order as Schedule "A" (the "Settlement Agreement"), and on hearing the submissions of counsel for the Plaintiffs and counsel for the Settling Defendant, the Non-Settling Defendants taking no position:

1. **THIS COURT ORDERS** that, in addition to the definitions used elsewhere in this Order, for the purposes of this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that this action be certified as a class proceeding as against the Settling Defendant for settlement purposes only.
3. **THIS COURT ORDERS** that the Settlement Class be defined as:

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.

4. **THIS COURT ORDERS** that The Fanshawe College of Applied Arts and Technology be appointed as the representative plaintiff for the Settlement Class.

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

Did the Settling Defendant conspire to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, LCD Large Screen Panels directly or indirectly in Canada during the Class Period? If so, what damages, if any, are payable by the Settling Defendant to the Settlement Class Members?

6. **THIS COURT ORDERS** that paragraphs 2 to 5 of this Order, including the certification of the Ontario Action as against the Settling Defendant for settlement purposes and the definitions of the Ontario Settlement Class and the Common Issue, and any reasons given by the Court in connection with paragraphs 2 to 5 of this Order, are without prejudice to the rights and defences of the Non-Settling Defendants in connection with the ongoing Ontario Action and, without restricting the generality of the foregoing, may not be relied on by any person to establish jurisdiction, the criteria for certification (including class definition) or the existence or elements of the causes of action asserted in the Ontario Action, as against the Non-Settling Defendants.

7. **THIS COURT ORDERS** that the right to opt-out, with respect to the Ontario Action applies also with respect to the Second Ontario Action, and that there is no other right to opt-out with respect to the Second Ontario Action.

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

9. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved pursuant to s. 29 of the *Class Proceedings Act, 1992* and shall be implemented and enforced in accordance with its terms.
10. **THIS COURT ORDERS** that this Order, including the Settlement Agreement, is binding upon each Settlement Class Member including those Persons who are minors or mentally incapable and the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure* are dispensed with in respect of the Second Ontario Action.
11. **THIS COURT ORDERS** that, upon the Effective Date, each 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.
12. **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.
13. **THIS COURT ORDERS** that, upon the Effective Date, subject to paragraph 15, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.
14. **THIS COURT ORDERS** that, upon the Effective Date, each Releasor shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any proceeding, cause of action, claim or demand against any Releasee or

any other Person who may claim contribution or indemnity, or other claims over relief, from any Releasee, whether pursuant to the *Negligence Act*, RSO 1990, c. N. 1 or other legislation or at common law or equity in respect of any Released Claim, except for the continuation of the Proceedings against the Non-Settling Defendants or named or unnamed co-conspirators that are not Releasees 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.

15. **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.
16. **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.
17. **THIS COURT ORDERS** that all claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Proceedings or otherwise, by any Non-Settling Defendant, by any named or unnamed co-conspirator that is not a Releasee or by any other Person or party, against

a Releasee, or by a Releasee against any 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 (unless such claim is made in respect of a claim by a Person who has validly opted out of the Proceedings);

18. **THIS COURT ORDERS** that if, in the absence of paragraph 16 above, this 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 Ontario Plaintiff and Ontario Settlement Class Members shall not be entitled to claim or recover from the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;

~~(b)~~ the Ontario Plaintiff and Ontario Settlement Class Members shall limit their claims against the Non-Settling Defendants and/or named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to include, 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 Ontario Plaintiff and Ontario Settlement Class Members, if any, and, for greater certainty, Ontario 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

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

19. **THIS COURT ORDERS** that if, in the absence of paragraph 17 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 Settlement Class Members in the Second Ontario Action.

20. **THIS COURT ORDERS** that a Non-Settling Defendant may, on motion to this Court determined as if the Settling Defendant remained a party to the Second Ontario Action and on at least ten (10) days' notice to Counsel for the Settling Defendant, and not to be brought unless and until the Second Ontario Action against the Non-Settling Defendants has been certified and all appeals or times to appeal have been exhausted, seek orders for the following:

- (a) documentary discovery and an affidavit of documents from the Settling Defendant in accordance with the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194;
- (b) oral discovery of a representative of the Settling Defendant, the transcript of which may be read in at trial;
- (c) leave to serve a request to admit on the Settling Defendant 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.

21. **THIS COURT ORDERS** that the Settling Defendant retains all rights to oppose such motion(s) brought under paragraph 19. Moreover, nothing herein restricts the Settling Defendant from seeking a protective order to maintain confidentiality and protection of proprietary information in respect of documents to be produced and/or for information obtained from discovery in accordance with paragraph 19. Notwithstanding any provision

in this Order, on any motion brought pursuant to paragraph 19, the Court may make such orders as to costs and other terms as it considers appropriate.

22. **THIS COURT ORDERS** that a Non-Settling Defendant may effect service of the motion(s) referred to in paragraph 20 above by service on Counsel for the Settling Defendant.
23. **THIS COURT ORDERS** that for purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Settling Defendant attorns 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.
24. **THIS 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 in the Second Ontario Action against the Non-Settling Defendants or named or unnamed co-conspirators who are not Releasees.
25. **THIS COURT ORDERS** that no Releasee shall have any responsibility or liability whatsoever relating to the administration of the Settlement Agreement; to administration, investment, or distribution of the Trust Account; or to the Distribution Protocol.
26. **THIS COURT ORDERS** that Ontario Counsel shall hold the Settlement Amount, plus any accrued interest, in trust for the benefit of the Settlement Classes pending further orders of the Courts.

27. **THIS COURT ORDERS** that the approval of the Settlement Agreement is contingent upon approval by the BC Court and the Quebec Court, and the terms of this Order shall not be effective unless and until the Settlement Agreement is approved by the BC Court and the Quebec Court, the BC Action has been dismissed with prejudice and without costs as against the Settling 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 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.
28. **THIS COURT ORDERS** that this Order shall be declared null and void on subsequent motion made on notice in the event that the Settlement Agreement is terminated in accordance with its terms.
29. **THIS COURT ORDERS** that this action be and is hereby dismissed against the Settling Defendants, without costs and with prejudice.

THE HONOURABLE JUSTICE GRACE