

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

Made as of September 23, 2020

Between

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

(the “Plaintiffs”)

and

SHARP CORPORATION

(the “Settling Defendant”)

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

TABLE OF CONTENTS

RECITALS	1
SECTION 1 - DEFINITIONS.....	5
SECTION 2 - SETTLEMENT APPROVAL	11
2.1 Best Efforts	11
2.2 Motions Seeking Approval of Notice and Certification or Authorization.....	11
2.3 Motions Seeking Approval of the Settlement.....	11
2.4 Confidentiality	12
2.5 Settlement Agreement Effective.....	12
SECTION 3 - SETTLEMENT BENEFITS.....	12
3.1 Payment of Settlement Amount.....	12
3.2 Taxes and Interest	13
SECTION 4 - DISTRIBUTION OF THE SETTLEMENT AMOUNT AND ACCRUED INTEREST	14
4.1 Distribution Protocol.....	14
4.2 No Responsibility for Administration or Fees	15
SECTION 5 - TERMINATION OF SETTLEMENT AGREEMENT	15
5.1 Right of Termination.....	15
5.2 If Settlement Agreement is Terminated.....	16
5.3 Allocation of Settlement Amount Following Termination.....	18
5.4 Survival of Provisions After Termination.....	18
SECTION 6 - RELEASES AND DISMISSALS	18
6.1 Release of Releasees	18
6.2 Covenant Not To Sue.....	18
6.3 No Further Claims.....	19
6.4 Dismissal of the Proceedings.....	19
6.5 Dismissal of Other Actions.....	19
6.6 Material Term	19
SECTION 7 - BAR ORDER, WAIVER OF SOLIDARITY ORDER AND OTHER CLAIMS.....	20
7.1 Ontario and British Columbia Bar Order.....	20
7.2 Quebec Waiver or Renunciation of Solidarity Order	20
7.3 Claims Against Other Entities Reserved.....	20
SECTION 8 - EFFECT OF SETTLEMENT	21
8.1 No Admission of Liability	21

8.2	Agreement Not Evidence	21
8.3	No Further Litigation	21
SECTION 9 - CERTIFICATION OR AUTHORIZATION FOR SETTLEMENT ONLY		22
SECTION 10 - NOTICE TO SETTLEMENT CLASSES		22
10.1	Notices Required.....	22
10.2	Form and Distribution of Notices	23
SECTION 11 - ADMINISTRATION AND IMPLEMENTATION.....		23
11.1	Mechanics of Administration.....	23
11.2	Information and Assistance.....	23
SECTION 12 - CLASS COUNSEL FEES AND ADMINISTRATION EXPENSES		24
SECTION 13 - MISCELLANEOUS		25
13.1	Motions for Directions	25
13.2	Releasees Have No Liability for Administration.....	25
13.3	Headings, etc.....	25
13.4	Computation of Time.....	25
13.5	Ongoing Jurisdiction.....	26
13.6	Governing Law	26
13.7	Entire Agreement	27
13.8	Amendments	27
13.9	Binding Effect.....	27
13.10	Counterparts	27
13.11	Negotiated Agreement	27
13.12	Language.....	28
13.13	Transaction.....	28
13.14	Recitals.....	28
13.15	Schedules	28
13.16	Acknowledgements.....	29
13.17	Authorized Signatures.....	29
13.18	Notice.....	29
13.19	Date of Execution	30
SCHEDULE "A"		32
SCHEDULE "B"		34
SCHEDULE "C"		37
SCHEDULE "D"		40
SCHEDULE "E"		43
SCHEDULE "F"		48
SCHEDULE "G"		53

**CANADIAN LCD CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT**

RECITALS

- A. WHEREAS Proceedings have been commenced by the Plaintiffs in British Columbia, Quebec and Ontario in or about 2007 which allege that the Settling Defendant and other Releasees named as Defendants participated in an unlawful conspiracy to raise, fix, maintain or stabilize the price of LCD Products in Canada and/or to allocate markets and customers for the sale of 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 in the Ontario and BC Actions have since amended their claims to limit the allegations in the Proceedings to those relating only to LCD Large Screen Products;
- C. WHEREAS the Second Ontario Action was commenced by the Ontario Plaintiff in Ontario against defendants based in Taiwan relating to the same alleged conduct and has since been resolved in its entirety;
- D. WHEREAS settlements have been previously entered into between the Plaintiffs and the defendants in the Proceedings and Second Ontario Action, other than the Settling Defendant and other Releasees named as Defendants, and those settlements have become effective in accordance with their terms;
- E. WHEREAS, upon its Effective Date, this Settlement Agreement will resolve the claims of the Plaintiffs against the Settling Defendant and other Releasees named as Defendants, and will also resolve the Proceedings in their entirety;
- F. WHEREAS the Ontario Action was certified as a class proceeding under the Ontario *Class Proceedings Act* pursuant to the Ontario Certification Order dated October 21, 2011, and amended July 29, 2016. The certified class being 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), Alco Holdings Limited, Apple Canada Inc., Associated Industries China, Inc., Bang & Olufsen A/S, Compaq Computer Corporation, Dell Corporation, Fujitsu Limited, Hewlett-Packard Development Company, L.P., IBM Corporation, JVC Canada, LG Electronics, Lenovo Group Limited, Mitsubishi Electric Corporation, MSI Electronics (Kunshan) Co., Ltd., NESO Technology Inc., Panasonic Corporation, Koninklijke Philips Electronics N.V., Planar Systems, Inc., Polaroid Corporation, Prima Technology Inc., Proview Technology Inc., Sony of Canada Ltd. (including Shanghai Suoguang Visual Products Co., Ltd.), Stealth Computer Corporation, TCL Corporation and TTE Corporation (including the RCA brand), Viewsonic Corporation, Westinghouse Digital Electronics, and Xiamen Overseas Chinese Electronic Company, Ltd. (or XOCECO).

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

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

H. WHEREAS the BC and Quebec Actions have not proceeded to certification and authorization motions with respect to the Settling Defendant and other Releasees named as Defendants;

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

J. WHEREAS the Settling Defendant and other Releasees named as Defendants do not admit, through the execution of this Settlement Agreement or otherwise, any allegation of unlawful or wrongful conduct alleged in the Proceedings, the Second Ontario Action, or otherwise as against any Releasee;

K. WHEREAS the Plaintiffs, Class Counsel and the Settling Defendant and other Releasees named as 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 Defendant and other Releasees named as Defendants;

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

M. WHEREAS the Settling Defendant and other Releasees named as Defendants do not hereby attorn to the jurisdiction of the Courts or any other court or tribunal in respect of any civil, criminal or administrative process except to the extent they have previously done so in the Proceedings and as expressly provided in this Settlement Agreement with respect to the Proceedings;

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

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

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

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

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

S. 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;

T. WHEREAS the Plaintiffs have agreed that pending the outcome of the court approval process for this Settlement Agreement, the Plaintiffs will suspend the operation of discovery in connection with the Ontario Action;

U. WHEREAS the Parties have asked the Ontario Court to hold in abeyance its decision on the pending motion before the Ontario Court in connection with the Plaintiff in the Ontario Action's proposed discovery in the United States under 28 U.S.C. § 1782 in respect of a former employee of Sharp Electronics Corporation. The Parties agree not to seek a decision in this matter pending the outcome of the court approval process for this Settlement Agreement;

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 Proceedings be settled and dismissed with prejudice as to the Settling Defendant and other Releasees named as Defendants only, without costs as to the Plaintiffs, the classes they represent and seek to represent or the Settling Defendant and other Releasees named as 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 to any other body or person, including the Fonds d'aide aux actions collectives in Quebec as a result of this Settlement Agreement.
- (8) **Class Period** means January 1, 1998 to December 11, 2006.
- (9) **Common Issue** means: Did the Settling Defendant conspire to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, LCD Large Screen Panels in Canada during the Class Period?
- (10) **Counsel for the Settling Defendant** means Osler, Hoskin & Harcourt LLP.
- (11) **Courts** means the Ontario Court, the Quebec Court and the BC Court.
- (12) **Date of Execution** means the date on the cover page as of which the Parties have executed this Settlement Agreement.
- (13) **Defendants** means the entities named as defendants in any of the Proceedings as set out in Schedule A.
- (14) **Distribution Protocol** means the plan for distributing the Settlement Amount and accrued interest, in whole or in part, as established by Class Counsel and approved by the Courts.
- (15) **Effective Date** means the date when Final Orders have been received from all Courts approving this Settlement Agreement.

(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 the later of a final judgment entered by a Court approving this Settlement Agreement, once the time to appeal such judgment has expired without any appeal being taken, if an appeal lies, or once there has been affirmation of the certification or authorization of a Proceeding as a class proceeding and the approval of this Settlement Agreement upon the 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) **Ontario Action** means the Ontario Action as defined in Schedule A.

(23) **Ontario Certification Order** means the order of the Ontario Court dated October 21, 2011 and amended July 29, 2016 in respect of the certification of the Ontario Action under the Ontario *Class Proceedings Act*.

(24) **Ontario Class Proceedings Act** means the *Class Proceedings Act, 1992*, S.O. 1992, c. 6, as amended, S.O. 2006, c. 19.

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

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

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

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

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

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

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

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

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

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

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

relating to any conduct alleged (or which was previously or could have been alleged) in the Proceedings or the Second Ontario Action 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 claims that are not related to an alleged unlawful conspiracy or other unlawful agreement or combination, including any claims related to or arising from any alleged product defect, breach of contract, or similar claim between the Parties related to LCD Products.

(36) **Releasees** means, jointly and severally, individually and collectively, the Settling Defendant, Sharp Electronics Corporation, Sharp Electronics of Canada Ltd. and all of their present, future and former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, insurers, and all other Persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and all of their respective past, present and future officers, directors, employees, agents, shareholders, attorneys, trustees, servants and representatives, and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing.

(37) **Releasors** means, jointly and severally, individually and collectively, the Plaintiffs and the Settlement Class Members, on behalf of themselves and any Person or entity claiming by or through them as a parent, subsidiary, affiliate, predecessor, successor, shareholder, partner, director, owner of any kind, agent, principal, employee, contractor, attorney heir, executor, administrator, insurer, devisee, assignee, or representative of any kind, excluding Persons who validly and timely opt out of the Proceedings in accordance with orders of the Courts.

(38) **Second Ontario Action** means the action commenced in the Ontario Court bearing File No. 62858CP.

(39) **Settled Defendants** means:

- (a) Chunghwa Picture Tubes, Ltd.;

- (b) Imaging Devices Corporation (formerly known as Sanyo Epson Imaging Devices Corporation);
- (c) Samsung Electronics Co. Ltd. and Samsung Electronics Canada Inc.;
- (d) Innolux Corporation (successor to Chi Mei Optoelectronics Corporation);
- (e) Japan Display Inc. (successor to Hitachi Displays, Ltd.) on its behalf and on behalf of Hitachi Ltd., Hitachi Canada, Ltd., Hitachi America Ltd., and Hitachi Electronics Devices (USA) Inc.;
- (f) Toshiba Corporation on behalf of itself and Toshiba Mobile Display Co., Ltd. (formerly known as Toshiba Matsushita Display Technology Co. Ltd. and subsequently known as Japan Display Central Inc. and now part of Japan Display Inc.), Toshiba America Inc. (incorrectly named as Toshiba America Corporation), and Toshiba of Canada Limited;
- (g) AU Optronics Corporation and AU Optronics Corporation America;
- (h) LG Display Co., Ltd., LG Philips LCD Co., Ltd., LG Display America, Inc. and LG Philips LCD America Inc.; and
- (i) HannStar Display Corporation.

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

(41) **Settlement Amount** means CAD \$7,600,000.

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

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

(44) **Settling Defendant** means Sharp Corporation.

(45) **Trust Account** means a guaranteed investment vehicle, liquid money market account or equivalent security with a rating equivalent to or better than that of a Canadian Schedule I bank (a bank listed in Schedule I of the *Bank Act*, S.C. 1991, c. 46) held at a Canadian financial institution under the control of Ontario Counsel or the Claims Administrator, once appointed, for the benefit of the Settlement Class Members, as provided for in this Settlement Agreement.

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 Proceedings as against the Settling Defendant and other Releasees named as Defendants.

2.2 Motions Seeking Approval of Notice and Certification or Authorization

(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 10.1(1) and certifying or authorizing each of the Proceedings commenced in their respective jurisdictions as a class proceeding as against the Settling Defendant (for settlement purposes only).

(2) The orders approving the notices described in Section 10.1(1) and certifying or authorizing the Proceedings for settlement purposes shall be in the form attached as Schedules “B” through “D”, except that paragraphs 2, 3, 4, 6, 8 and 9 of the order attached as Schedule “B”, paragraphs 2, 3, 4, 7, 8 and 9 of the order attached as Schedule “C” and paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 12, 13, 14, 15, 16, 17 and 19 of the order attached as Schedule “D” need only be substantially in the form set out in Schedule “B” through “D” to this Settlement Agreement.

2.3 Motions Seeking Approval of the Settlement

(1) The Plaintiffs shall bring motions before the Courts for orders approving this Settlement Agreement as soon as practicable after:

- (a) the orders referred to in Section 2.2(2) have been granted;
- (b) the notices described in Section 10.1(1) have been published; and
- (c) the deadline for objecting to the Settlement Agreement has expired.

(2) The orders approving this Settlement Agreement shall be in the form attached as Schedule “E” through “G”, except that paragraphs 4, 5, 10, 13, 15, 16 and 17 of the order attached as Schedule “E” and paragraphs 3, 5, 10, 13, 15, 16 and 17 of the order attached as Schedule “F” and paragraphs 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 18, 19, 21, 22, 23 and 25 of the order

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

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

2.4 Confidentiality

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

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

2.5 Settlement Agreement Effective

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

Section 3 - Settlement Benefits

3.1 Payment of Settlement Amount

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

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

of beneficiary, beneficiary's bank account number, beneficiary's address, and bank contact details. Ontario Counsel will also provide any additional details that may be required by the Settled Defendant to complete the wire transfer of the Settlement Amount.

(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.

(4) The Settlement Amount shall be all-inclusive of all amounts, including interest and costs.

(5) 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.

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

(7) Ontario Counsel and the Claims Administrator shall maintain the Trust Account as provided for in this Settlement Agreement.

(8) Ontario Counsel and the Claims Administrator shall not pay out all or any part of the monies in the Trust Account, except in accordance with this Settlement Agreement, or in accordance with an order of the Courts obtained after notice to the Parties.

3.2 Taxes and Interest

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

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

(3) Subject to Section 3.2(5), Ontario Counsel or the Claims Administrator, as appropriate, shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Amount in the Trust Account, including any obligation to report taxable income and

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

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

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

Section 4- Distribution of the Settlement Amount and Accrued Interest

4.1 Distribution Protocol

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

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

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

4.2 No Responsibility for Administration or Fees

(1) The Settling Defendant and other Releasees named as 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 5 - Termination of Settlement Agreement

5.1 Right of Termination

- (1) In the event that:
- (a) any Court declines to certify or authorize the Settlement Class;
 - (b) any Court declines to dismiss the Proceedings against the Settling Defendant and other Releasees named as Defendants and approve this Settlement Agreement;
 - (c) any Court approves this Settlement Agreement in a materially modified form, subject to the terms of this Settlement Agreement governing materiality;
 - (d) the Parties do not reach agreement on the form and content of any order or notice required by this Settlement Agreement, or the agreed upon order or notice is not approved by a Court;
 - (e) any Court issues orders approving the Settlement Agreement in a materially modified form, subject to the terms of this Settlement Agreement governing materiality;
 - (f) any orders approving this Settlement Agreement made by the Ontario Court, the BC Court or the Quebec Court do not become Final Orders; or
 - (g) a Termination Event occurs that is set out in the confidential addendum to this Settlement Agreement;

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

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

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

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

(a) Class Counsel's fees and disbursements, or

(b) the Distribution Protocol,

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

5.2 If Settlement Agreement is Terminated

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

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

(b) any order certifying or authorizing a Proceeding as a class proceeding on the basis of the Settlement Agreement or approving this Settlement Agreement shall be set

aside and declared null and void and of no force or effect, and everyone 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 Defendant and other Releasees named as Defendants under this Settlement Agreement or containing or reflecting information derived from such documents or other materials received from the Settling Defendant and other Releasees named as Defendants and, to the extent Class Counsel has disclosed any documents or information provided by the Settling Defendant and other Releasees named as Defendants to any other person, shall recover and destroy such documents or information. Class Counsel shall provide the Settling Defendant with a written certification by Class Counsel of such destruction. Nothing contained in this paragraph shall be construed to require Class Counsel to destroy any of their work product. However, any documents or information provided by the Settling Defendant and other Releasees named as Defendants, or received from the Settling Defendant and other Releasees named as 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 Defendant. Class Counsel shall take appropriate steps and precautions to ensure and maintain the confidentiality of such documents, information and any work product of Class Counsel.

5.3 Allocation of Settlement Amount Following Termination

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

5.4 Survival of Provisions After Termination

(1) If this Settlement Agreement is terminated or otherwise fails to take effect for any reason, the provisions of Sections 3.2(5), 5.2(1), 5.3, 5.4, 8.1, and 8.2, and the definitions and Schedules applicable thereto shall survive the termination and continue in full force and effect. The definitions and Schedules shall survive only for the limited purpose of the interpretation of Sections 3.2(5), 5.2(1), 5.3, 5.4, 8.1, and 8.2 within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

Section 6 - Releases and Dismissals

6.1 Release of Releasees

(1) Subject to Section 6.2, upon the Effective Date, and in consideration of payment of the Settlement Amount and for other valuable consideration set forth in the Settlement Agreement, the 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.

6.2 Covenant Not To Sue

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

6.3 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, or other claims over relief, from any Releasee in respect of any Released Claim or any matter related thereto.

6.4 Dismissal of the Proceedings

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

(2) Upon the Effective Date, the Quebec Action shall be declared settled without costs and without reservation as against the Settling Defendant and other Releasees named as Defendants.

6.5 Dismissal of Other Actions

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

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

6.6 Material Term

(1) The releases contemplated in this Section shall be considered a material term of the Settlement Agreement and the failure of any Court to approve the releases on the terms contemplated herein shall give rise to a right of termination pursuant to Section 5.1 of the Settlement Agreement.

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

7.1 Ontario and British Columbia Bar Order

(1) Class Counsel shall seek bar orders from the Ontario Court and the BC Court providing that all claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Proceedings, the Second Ontario Action or Other Actions, or otherwise, by any Settled Defendant, any named or unnamed co-conspirator that is not a Releasee or any other Person or party against a Releasee, or by a Releasee against any Settled Defendant, any named or unnamed co-conspirator that is not a Releasee, or any other Person or party, are barred, prohibited and enjoined in accordance with the terms of this Section (unless such claim is made in respect of a claim by a Person who has validly opted out of the Proceedings).

7.2 Quebec Waiver or Renunciation of Solidarity Order

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

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

7.3 Claims Against Other Entities Reserved

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

Section 8 - Effect of Settlement

8.1 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 Settling Defendant and other Releasees named as Defendants, or of the truth of any of the claims or allegations contained in the Proceedings, the Second Ontario Action, or any other pleading filed by the Plaintiffs.

8.2 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.

8.3 No Further Litigation

(1) Neither the Plaintiffs nor Class Counsel may directly or indirectly participate or be involved in or in any way assist with respect to any claim made or action commenced by any Person which relates to or arises from the Released Claims, and Class Counsel so undertakes. Moreover, these Persons may not divulge to anyone for any purpose any information obtained in the course of the Proceedings or the negotiation and preparation of this Settlement Agreement, except to the extent such information is otherwise publicly available or unless ordered to do so by a court.

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

Section 9 - Certification or Authorization for Settlement Only

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

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

(3) The Parties agree that the certification or authorization of the Proceedings as against the Settling Defendant for the purpose of implementing this Settlement Agreement, shall not derogate in any way from the rights of the Plaintiffs as against any Person or party other than the Releasees.

Section 10- Notice to Settlement Classes

10.1 Notices Required

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

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

10.2 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 and at a time agreed upon by the Parties and approved by the Courts or, if the Parties cannot agree on a method for disseminating the notices, the notices shall be disseminated by a method ordered by the Courts.

Section 11 - Administration and Implementation

11.1 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, on notice to the Settling Defendant.
- (2) Class Counsel and the Claims Administrator shall provide information to the Settling Defendant regarding all claims and payments made to Settlement Class Members on a timely basis.

11.2 Information and Assistance

- (1) After the Execution Date, the Settling Defendant will make themselves reasonably available to any Court-appointed notice provider and/or the Claims Administrator to respond to reasonable questions respecting the information provided by the Settling Defendant and other Releasees named as Defendants to NPT RicePoint Class Action Services (now known as RicePoint Administration Inc., "RicePoint") in accordance with the order of the Ontario Court, dated January 10, 2014. Further, in the event that any Court-appointed notice provider and/or Claims Administrator is a Person other than RicePoint, the Settling Defendant and other Releasees named as Defendants consent to such information being shared by RicePoint with the Court-appointed notice provider and/or Claims Administrator, provided such Person executes an undertaking to abide by the confidentiality obligations set forth in the order of the Ontario Court,

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

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

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

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

Section 12- Class Counsel Fees and Administration Expenses

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

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

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

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

the Fonds d'aide aux actions collectives in Quebec may be entitled, or any lien of any Person on any payment to any Settlement Class Member from the Settlement Amount.

Section 13 - Miscellaneous

13.1 Motions for Directions

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

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

13.2 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.

13.3 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.

13.4 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.

13.5 Ongoing Jurisdiction

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

13.6 Governing Law

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

Actions, the BC or Quebec Court, as applicable, shall apply the law of its own jurisdiction and the laws of Canada applicable therein.

13.7 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.

13.8 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.

13.9 Binding Effect

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

13.10 Counterparts

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

13.11 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.

13.12 Language

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

13.13 Transaction

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

13.14 Recitals

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

13.15 Schedules

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

13.16 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.

13.17 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.

13.18 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 in the Proceedings:

Charles M. Wright
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

Reidar Mogerman, Q.C.
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

Julie Auger
BOUCHARD + AVOCATS INC.
825, boulevard Lebourgneuf, 200
Québec (Québec) G2J 0B9
Tel: 418.622.6699
Fax: 418.628.1912
Email: julieauger@bouchardavocats.com


For the Settling Defendant:


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


13.19 Date of Execution

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

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

Signature of Authorized Signatory: 
Name of Authorized Signatory: *per* Charles M. Wright
Siskinds LLP
Ontario Class Counsel

Signature of Authorized Signatory: 
Name of Authorized Signatory: *per* Reidar Mogerman, Q.C.
Camp Fiorante Matthews Mogerman
BC Class Counsel

Signature of Authorized Signatory: 
Name of Authorized Signatory: *per* Jean-Phillipe Royer
Bouchard + Avocats inc.
Quebec Class Counsel

SHARP CORPORATION, by its counsel

Signature of Authorized Signatory: _____
Name of Authorized Signatory: Christopher Naudie
Osler, Hoskin & Harcourt LLP
Counsel for the Settling Defendant


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

Signature of Authorized Signatory: _____
Name of Authorized Signatory: Charles M. Wright
Siskinds LLP
Ontario Class Counsel

Signature of Authorized Signatory: _____
Name of Authorized Signatory: Reidar Mogerman, Q.C.
Camp Fiorante Matthews Mogerman
BC Class Counsel

Signature of Authorized Signatory: _____
Name of Authorized Signatory: Jean-Phillipe Royer
Bouchard + Avocats inc.
Quebec Class Counsel

SHARP CORPORATION, by its counsel

Signature of Authorized Signatory: 
Name of Authorized Signatory: Christopher Naudie
Osler, Hoskin & Harcourt LLP
Counsel for the Settling Defendant

SCHEDULE “A”

Proceedings

Court and File No.	Plaintiffs’ Counsel	Plaintiff	Named Defendants	Settlement Class
Ontario Action				
Ontario Superior Court of Justice Court File No. 54054 CP	Siskinds LLP	The Fanshawe College of Applied Arts and Technology	Sharp Corporation, Sharp Electronics Corporation, and Sharp Electronics of Canada Ltd.	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.
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., Samsung Electronics Co. Ltd., Samsung Electronics Canada Inc., Hitachi Ltd., Hitachi Displays, Ltd., Hitachi Canada, Ltd., Hitachi America Ltd., Hitachi Electronics Devices (USA), Inc., Epson Imaging Devices Corporation fka Sanyo Epson Imaging Devices Corporation, Sharp Corporation, Sharp Electronics Corporation, Sharp Electronics of Canada Ltd., Toshiba Corporation, Toshiba Matsushita Display Technology Co., Ltd., Toshiba America Inc., Toshiba of Canada Limited, AU Optronics Corp., AU Optronics Corporation America, Chi Mei Optoelectronics Corporation, Chi Mei Corporation, Nexgen Mediatech, Inc., Nexgen	All Persons in British Columbia who purchased LCD Large Screen Products during the Class Period, except the Excluded Persons.

Court and File No.	Plaintiffs' Counsel	Plaintiff	Named Defendants	Settlement Class
			Mediatech USA, Inc., Chi Mei Optoelectronics Japan Co., Ltd. fka International Display Technology Co., Ltd., Chi Mei Optoelectronics USA, Inc. fka International Display Technology USA Inc., Chunghwa Picture Tubes, Ltd. and HannStar Display Corporation	
Quebec Action				
Superior Court of Quebec (District of Québec), File No. 200-06- 00082-076	Bouchard + Avocats inc.	Communication Mega-Sat Inc.	LG Philips LCD Co., Ltd, LG Philips LCD America, Inc., Samsung Electronics Co. Ltd., Samsung Electronics Canada Inc., Hitachi Ltd, Hitachi Canada Ltd., Hitachi America Ltd., Hitachi Electronics Devices (USA) Inc., Hitachi Displays Ltd., Sharp Corporation, Sharp Electronics of Canada Ltd., Sharp Electronics Corporation, Toshiba of Canada Ltd., Toshiba Corporation, Toshiba America Corporation, Toshiba Matsushita Display Technology Co., Ltd., AU Optronics Corporation, AU Optronics Corporation America, Chi Mei Optoelectronics USA Inc., Chi Mei Optoelectronics Japan Co., Ltd., Chi Mei Optoelectronics Corporation, Hannstar Display Corporation, Chunghwa Picture Tubes, Ltd.	All (i) individuals in Quebec and (ii) legal Persons resident in Quebec established for a private interest, partnership or association which had under its direction or control no more than 50 Persons bound to it by a contract of employment who purchased LCD Large Screen Products during the Class Period, except Excluded Persons.

SCHEDULE “B”

Court File No. 54054 CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

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

B E T W E E N:

THE FANSHAWE COLLEGE OF APPLIED ARTS AND TECHNOLOGY

Plaintiff

- and -

SHARP CORPORATION, SHARP ELECTRONICS CORPORATION, and
SHARP ELECTRONICS OF CANADA LTD.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER

(Certification for Settlement and Notice Approval for Sharp)

THIS MOTION, made by the Plaintiff for an Order approving the publication, abbreviated and long-form notices of settlement approval hearings (“Notices of Hearing”) and the method of dissemination of said notices, and certifying this proceeding for settlement purposes as against the Defendant Sharp Corporation (the “Settling Defendant”) was heard in writing this day at the Courthouse, 80 Dundas Street, London, Ontario.

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

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

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

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

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

Did the Settling Defendant conspire to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, LCD Large Screen Panels in Canada during the Class Period?

9. **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 “C”

No. S071569
Vancouver Registry

In the Supreme Court of British Columbia

Between:

Kristopher Gruber

Plaintiff

and:

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

Defendants

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

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

BEFORE THE HONOURABLE JUSTICE MYERS)
) ● /●/2020
)

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

THIS COURT ORDERS that:

1. 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.

Notice Approval

2. The Notices of Hearing are hereby approved substantially in the form attached respectively hereto as Schedules “●” to “●”, and “●”.

3. The plan of dissemination for the Notices of Hearing (the “Plan of Dissemination”) is hereby approved in the form attached hereto as Schedule “●”.

4. The Notices of Hearing shall be disseminated in accordance with the Plan of Dissemination.

Certification Approval:

5. This action is certified as a class proceeding as against the Settling Defendant for settlement purposes only.

6. The “BC Settlement Class” is certified as follows:

All Persons in British Columbia who purchased LCD Large Screen Products during the Class Period, except the Excluded Persons.

7. Kristopher Gruber is appointed as the representative plaintiff for the BC Settlement Class.

8. 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 in Canada during the Class Period?

9. This Order is contingent upon parallel orders being made by the Ontario Court and the Quebec Court, and the terms of this Order shall not be effective unless and until such orders are made by the Ontario Court and the Quebec Court.

Signature of lawyer for the Plaintiffs

REIDAR MOGERMAN, Q.C.

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

CHRISTOPHER NAUDIE

By the Court

Registrar

SCHEDULE “D”

**COUR SUPÉRIEURE
(Action collective)**

CANADA
PROVINCE DE QUÉBEC
DISTRICT DE QUÉBEC

N° : 200-06-000082-076

DATE : 2020

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

COMMUNICATION MÉGA-SAT INC.

Demanderesse;

c.

LG PHILIPS LCD CO. LTD.

et

AL.

Défenderesses;

**JUGEMENT
DEMANDE POUR OBTENIR L’APPROBATION D’EXERCER UNE ACTION
COLLECTIVE AUX FINS D’APPROBATION D’UN RÈGLEMENT ET
L’AUTORISATION DE DIFFUSER UN AVIS D’AUDITION**

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

POUR CES MOTIFS, LE TRIBUNAL :

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

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

- [12] **DÉSIGNE** la demanderesse Communication Méga-Sat inc. via sa personne désignée, monsieur Alain Fillion, pour les seules fins de l'Entente à titre de représentant du groupe du Québec;
- [13] **IDENTIFIE** aux seules fins de l'Entente la question commune dans cette action comme étant la suivante :
- Est-ce que les défenderesses qui règlent / *Settling defendant* ont comploté pour fixer, augmenter, maintenir ou stabiliser le prix de grands panneaux d'ACL ou pour se répartir les parts de marché et la clientèle de l'ACL, le tout, pendant la période visée par l'action collective?
- [14] **APPROUVE** la version détaillée de l'Avis essentiellement en la forme de l'Avis joint à l'annexe B du jugement;
- [15] **APPROUVE** la version abrégée de l'Avis essentiellement en la forme de l'Avis joint en l'annexe C du jugement;
- [16] **APPROUVE** le plan de publication des Avis essentiellement en la forme du Plan joint en l'annexe D et **ORDONNE** que les Avis soient diffusés en conformité avec le Plan de publication des Avis, les Ententes et les conditions du jugement;
- [17] **FIXE** au □ 2020, en salle □ du Palais de justice de Québec, 300, boulevard Jean-Lesage, Québec, province de Québec, à compter de □, la présentation de la demande pour l'approbation des transactions;
- [18] **DÉCLARE** que le présent jugement est conditionnel à ce que des jugements au même effet soient rendus par le tribunal de l'Ontario et par celui de la Colombie-Britannique et que le présent jugement ne produira aucun effet tant que de tels jugements n'auront pas été rendus;
- [19] **LE TOUT** sans frais.

L'Honorable Catherine La Rosa, J.C.S.

SCHEDULE “E”

Court File No. 54054 CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

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

B E T W E E N:

THE FANSHAWE COLLEGE OF APPLIED ARTS AND TECHNOLOGY

Plaintiff

- and -

SHARP CORPORATION, SHARP ELECTRONICS CORPORATION, and
SHARP ELECTRONICS OF CANADA LTD.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**ORDER
(Sharp Settlement Approval)**

THIS MOTION, made by the Plaintiff for an Order approving the settlement agreement entered into with Sharp Corporation (the “Settling Defendant”), was heard this day at the Courthouse, 80 Dundas Street, London, Ontario.

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

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

ON READING the materials filed, including the settlement agreement dated September ●, 2020 attached to this Order as Schedule “A” (the “Settlement Agreement”), and on hearing the submissions of counsel for the Plaintiff and counsel for the Settling Defendant;

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

1. **THIS COURT ORDERS** that, in addition to the definitions used elsewhere in this Order, for the purposes of this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. **THIS COURT ORDERS** that this Order, including the Settlement Agreement, is binding upon each Ontario Settlement Class Member including those Persons who are minors or mentally incapable and the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure* are dispensed with in respect of the Ontario Actions.
4. **THIS COURT ORDERS** that the Settlement Agreement is fair, reasonable and in the best interests of the Ontario Settlement Class.
5. **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.

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

12. **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, the Second Ontario Action or any Other Actions, or otherwise, by any Settled Defendant, any named or unnamed co-conspirator that is not a Releasee, or any Person or party against a Releasee, or by a Releasee against any Settled Defendant, any named or unnamed co-conspirator that is not a Releasee, or any Person or party, are barred, prohibited and enjoined in accordance with the terms of this Order (unless such claim is made in respect of a claim by a Person who has validly opted-out of the Proceedings).
13. **THIS COURT ORDERS** that for purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Settling Defendant and other Releasees named as Defendants acknowledge and attorn to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order.
14. **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.
15. **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.
16. **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, and the BC and Quebec Actions have been dismissed with prejudice and without costs as against the Settling Defendant and other Releasees named as Defendants by the BC Court and 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.

17. **THIS COURT ORDERS** that this Order shall be declared null and void on subsequent motion made on notice in the event that the Settlement Agreement is terminated in accordance with its terms.

18. **THIS COURT ORDERS** that, except as aforesaid, the Ontario Action is hereby dismissed against the Settling Defendant and other Releasees named as Defendants without costs and with prejudice.

Date:

THE HONOURABLE JUSTICE GRACE

SCHEDULE "F"

No. S071569
Vancouver Registry

In the Supreme Court of British Columbia

Between:

Kristopher Gruber

Plaintiff

and:

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

Defendants

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

**ORDER MADE AFTER APPLICATION
SHARP SETTLEMENT APPROVAL**

BEFORE THE HONOURABLE JUSTICE MYERS)
) ● /●/2020
)

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

THIS COURT ORDERS that:

1. In addition to the definitions used elsewhere in this Order, for the purposes of this Order, the definitions set out in the Settlement Agreement dated ●, 2020, attached as Exhibit “A” to this Order, apply to and are incorporated into this Order.
2. In the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. The Settlement Agreement is hereby approved pursuant to s. 35 of the *Class Proceedings Act*, R.S.B.C. 1996, c. 50 and shall be implemented and enforced in accordance with its terms.
4. This Order, including the Settlement Agreement, is binding upon each BC Settlement Class Member including those Persons who are minors or mentally incapable and the requirements of Rule 20-2 of the British Columbia *Supreme Court Civil Rules* are dispensed with in respect of the BC Action.
5. The Settlement Agreement is fair, reasonable and in the best interests of the BC Settlement Class.
6. Upon the Effective Date, each BC Settlement Class Member shall consent and shall be deemed to have consented to the dismissal as against the Releasees of any Other Actions he, she or it has commenced, without costs and with prejudice.
7. Upon the Effective Date, each Other Action commenced in British Columbia by any BC Settlement Class Member shall be and is hereby dismissed against the Releasees, without costs and with prejudice.
8. Upon the Effective Date, subject to paragraph 10, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.
9. Upon the Effective Date, each Releasor shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any proceeding, cause of action,

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

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

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

12. All claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Proceedings or any Other Actions, or otherwise, by any Settled Defendant, any named or unnamed co-conspirator that is not a Releasee, or any other Person or party against a Releasee, or by a Releasee against any Settled Defendant, any named or unnamed co-conspirator that is not a Releasee, or any Person or party, are barred, prohibited and enjoined in accordance with the terms of this Order (unless such claim is made in respect of a claim by a Person who has validly opted-out of the Proceedings).

13. For purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Settling Defendant and other Releasees named as Defendants attorn to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order.

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

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

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

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

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

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

Signature of lawyer for the Plaintiffs

REIDAR MOGERMAN, Q.C.

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

CHRISTOPHER NAUDIE

By the Court

Registrar

SCHEDULE “G”

COUR SUPÉRIEURE
(Action collective)

CANADA
PROVINCE DE QUÉBEC
DISTRICT DE QUÉBEC

N° : 200-06-000082-076

DATE : 2020

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

COMMUNICATION MÉGA-SAT INC.

Demanderesse;

c.

LG PHILIPS LCD CO. LTD.

et

AL.

Défenderesses;

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

- [1] La demanderesse Communication Méga-Sat inc. requière l'approbation de l'entente intervenue avec la défenderesse Sharp Corporation (ci-après « Sharp ») ;
- [2] **CONSIDÉRANT** la demande présentée ce jour pour obtenir l'approbation de l'entente de règlement ;
- [3] **CONSIDÉRANT** les éléments de preuve produits au soutien de ladite demande, notamment :
- d) L'Entente Sharp produite au dossier sous la côte R-□ ;
 - e) L'affidavit de monsieur Alain Fillion à titre de personne désignée représentant Communication Méga-Sat inc., souscrit le □ ;
 - f) L'affidavit de Me □ souscrit le □ et ses annexes □ ;
 - g) Les pièces produites au dossier de la Cour.
- [4] **VU** les représentations des procureurs du Groupe du Québec et les représentations des procureurs de Sharp ;
- [5] **VU** l'article 590 du *Code de procédure civile*;
- [6] **CONSIDÉRANT** que :
- a) L'Entente Sharp concerne des litiges en cours d'instance au Canada;
 - b) Le règlement proposé est conditionnel à ce que chacun des Tribunaux canadiens, tel que défini dans l'Entente, donne leur approbation finale à l'Entente Sharp;
- POUR CES MOTIFS, LE TRIBUNAL :**
- [7] **ACCUEILLE** la présente demande;
- [8] **DÉCLARE** que les définitions figurant dans l'Entente Sharp sont utilisées dans ce jugement et que, par conséquent, elles sont réputées en faire partie intégrante;
- [9] **DÉCLARE** que dans l'éventualité d'un conflit entre le présent jugement et l'Entente de règlement, le présent jugement aura préséance;
- [10] **DÉCLARE** que l'Entente Sharp est valable, équitable, raisonnable dans le meilleur intérêt des membres du Groupe de règlement du Québec et constitue une transaction au sens de l'article 2631 du *Code civil du Québec*;
- [11] **APPROUVE** l'Entente Sharp, conformément à l'article 590 du *Code de procédure civile* et **DÉCLARE** qu'elle doit être mise en œuvre selon ses termes, sous réserve des termes de ce jugement ainsi que des jugements rendus par les Tribunaux de l'Ontario et de la Colombie-Britannique dans le cadre des affaires suivantes :

- *Kristopher Gruber V. LG Philips LCD Co. Ltd. et Al., Cour suprême de la Colombie-Britannique, registre de Vancouver, dossier No S-071569; et*
 - *The Fanshawe College of Applied Arts and Technology V. LG Philips LCD Co. Ltd. et Al., Cour supérieure de justice de l'Ontario, dossier No 54054CP;*
- [12] **DÉCLARE** que l'Entente Sharp qui est jointe à ce jugement dans son intégralité, y compris son préambule, ses définitions, ses appendices et addendas font partie intégrante de ce jugement, liant toutes les parties et tous les membres qui y sont décrits;
- [13] **ORDONNE** et **DÉCLARE** que ce jugement, y compris l'Entente Sharp, lie chaque membre du Groupe de règlement du Québec qui ne s'est pas valablement exclu du Groupe;
- [14] **ORDONNE** et **DÉCLARE** que chaque Partie donnant quittance / *Releasor* qui ne s'est pas valablement exclue du Groupe a donné quittance et est considérée avoir donné une quittance complète, générale et finale aux Parties quittancées / *Releasees* eu égard aux Réclamations quittancées / *Released Claims*;
- [15] **DÉCLARE** que chaque Partie donnant quittance / *Releasor* qui ne s'est pas valablement exclue du Groupe ne pourra directement ou indirectement, au Canada ou ailleurs, pour son propre compte ou pour le compte de tout Groupe ou toute autre personne intenter, continuer, maintenir ou faire valoir toute poursuite, action, cause d'action, réclamation ou demande contre l'une ou l'autre des Parties quittancées / *Releasees* en rapport avec les Réclamations quittancées / *Released Claims* ou toute autre matière y étant reliée;
- [16] **ORDONNE** et **DÉCLARE** qu'à l'arrivée de la Date d'entrée en vigueur / *Effective Date* chaque Partie quittancée / *Releasees* aura donné quittance et sera réputée, de manière concluante, avoir donné quittance complète et pour toujours à chacune des autres Parties quittancées / *Releasees* à l'égard de toutes les réclamations pour contribution et dédommagement eu égard aux Réclamations quittancées / *Released Claims*;
- [17] **DÉCLARE** que tout recours en garantie ou autre mise en cause pour obtenir une contribution ou une indemnité de Sharp, ou se rapportant aux Réclamations quittancées / *Released Claims* est irrecevable et non avénu dans le cadre des procédures;
- [18] **DÉCLARE** que cette Cour conservera un rôle de surveillance continue aux fins d'exécution de ce jugement et **CONSTATE** que la Défenderesse partie à l'Entente Sharp reconnaissent la compétence de cette Cour de ces fins;
- [19] **ORDONNE** que toute somme composant le Fonds de l'Entente / *Settlement Amount* soit détenue en fidéicommiss par les procureurs du Groupe de l'Ontario au bénéfice du Groupe Partie à l'Entente Sharp, jusqu'à ce qu'un jugement soit rendu par cette Cour, à la suite de la présentation d'une demande présentée à cet effet, après avoir été notifiée aux Défenderesses;

- [20] **DÉCLARE** que les Parties quittancées / *Releasees* n'ont aucune responsabilité ni implication quant à l'administration de l'Entente Sharp y compris dans la gestion, le placement ou la distribution de la somme composant le Fonds de l'Entente / *Settlement Amount*;
- [21] **DÉCLARE** que l'approbation de l'Entente Sharp est sous réserve de l'approbation de l'Entente par les Cours de l'Ontario et de la Colombie-Britannique et que le jugement à venir ne serait effectif qu'au moment où les Cours de l'Ontario et la Colombie-Britannique auront approuvé l'Entente Sharp;
- [22] **DÉCLARE** que le présent jugement ne sera effectif qu'au moment où l'action de la Colombie-Britannique et celle de l'Ontario auront été rejetées «avec préjudice» et sans frais. Si un jugement en ce sens n'est pas obtenu en Ontario et en Colombie-Britannique, le présent jugement devra être déclaré nul, non avvenu et sans préjudice du droit des Parties de continuer leur action et toute reconnaissance faite par les Parties au jugement sera déclarée faite sans préjudice;
- [23] **DÉCLARE** que le présent jugement devra être déclaré nul et non avvenu, suivant une demande déposée à cet effet, dans l'éventualité où l'Entente Sharp est résiliée suivant ses termes;
- [24] **DÉCLARE** réglé hors Cour l'action collective à l'encontre des Parties quittancées / *Releasees*;
- [25] **LE TOUT** sans frais.

L'Honorable Catherine La Rosa, J.C.S.