

COUR SUPÉRIEURE

CANADA
PROVINCE DE QUÉBEC
DISTRICT DE QUÉBEC

N° : 200-06-000114-093

DATE : 3 mars 2011

SOUS LA PRÉSIDENTE DE : L'HONORABLE CATHERINE LA ROSA, j.c.s.

CAROLE OUELLET,

Requérante;

c.

CHUNGHWA PICTURE TUBES LTD.

et

HITACHI LTD., HITACHI CANADA LTD., HITACHI AMERICA LTD., HITACHI ASIA LTD.,

et

IRICO GROUP CORPORATION, IRICO DISPLAY DEVICES CO., LTD

et

LG ELECTRONICS INC., LG ELECTRONICS CANADA, LG ELECTRONICS TAIWAN TAIPEI CO., LTD.

et

LP DISPLAYS INTERNATIONAL LTD. (f/k/a LG PHILIPPS DISPLAY)

et

MATSUSHITA ELECTRIC INDUSTRIAL CO. LTD

et

BEIJING MATSHUSHITA COLOR CRT COMPANY, LTD.

et

PANASONIC CORPORATION OF NORTH AMERICA, PANASONIC CANADA INC.

et

MT PICTURE DISPLAY CO., LTD.

et

KONINKLIJKE PHILIPS ELECTRONICS N.V.

et
PHILIPS ELECTRONICS INDUSTRIES LTD., PHILIPS ELECTRONICS INDUSTRIES
(TAIWAN) LTD., PHILIPS ELECTRONICS NORTH AMERICA CORPORATION,
PHILIPS ELECTRONICS LTD.

et
SAMSUNG ELECTRONICS CO. LTD., SAMSUNG SDI CO., LTD (f/k/a SAMSUNG
DISPLAY DEVICE CO.), SAMSUNG ELECTRONICCS AMERICA INC., SAMSUNG
ELECTRONICS CANADA INC., SAMSUNG SDI AMERICA INC.

et
SAMTEL COLOR LTD.

et
TATUNG COMPANY, TATUNG COMPANY OF AMERICA INC., TATUNG CO. OF
CANADA INC.,

et
TOSHIBA CORPORATION, TOSHIBA AMERICA CONSUMER PRODUCTS, LLC,
TOSHIBA OF CANADA LIMITED,

Intimées.

JUGEMENT

visant l'approbation du recours collectif en vue d'autoriser l'exercice du recours collectif
seulement contre l'intimée Chunghwa Picture Tubes Ltd et aux seules fins de l'entente
Chunghwa ainsi que pour approuver l'entente intervenue entre la requérante et l'intimée
Chunghwa

- [1] La requérante Carole Ouellet demande :
- a) L'autorisation d'exercer un recours collectif contre Chunghwa Picture Tubes Ltd. (*Chunghwa*) aux seules fins de l'entente intervenue le 19 mai 2010;
 - b) L'approbation de l'entente existante ;
 - c) L'autorisation de publier et de diffuser un avis annonçant l'approbation du recours collectif contre *Chunghwa* aux seules fins de l'entente;

Le contexte

[2] Le 16 mars 2009, la requérante a déposé une requête pour obtenir l'autorisation d'exercer un recours collectif contre les intimées et pour obtenir le statut de représentante au bénéfice des membres du groupe ci-après décrit :

Tous les résidants du Québec qui ont acheté, utilisé ou reçu un tube cathodique ou qui ont acheté des produits contenant un tube cathodique (ci-après le « CRT »), et ce, entre le 1^{er} janvier 1998 et le 13 mars 2009;

[3] Deux autres procédures de la nature d'un recours collectif ont également été déposées, l'une en Colombie-Britannique, l'autre en Ontario, soit :

- *Curtis Saunders v. Hitachi Ltd et al*, Cour suprême de Colombie-Britannique, dossier numéro S-097394; et
- *The Fanshawe College of Applied Arts and Technology v. Hitachi Ltd et al*, Cour supérieure de justice de l'Ontario, dossier numéro 59044CP;

[4] Également, divers autres recours de même nature ont été entrepris aux États-Unis. Ils ont tous été regroupés dans l'action pendante devant le *United States district Court for the Northern district of California*, sous le titre *in re Cathode Ray Tube (CRT) anti-trust litigation, Case M : 07-MDL-1917*.

[5] Avant que la requête pour autorisation d'exercer un recours collectif ne soit présentée au tribunal pour adjudication, les requérants dans les procédures instituées dans les différents dossiers pendants ont conclu une entente avec l'intimée *Chunghwa* le 19 mai 2010.

[6] On demande l'approbation de cette entente.

Analyse

L'autorisation d'exercer le recours collectif

[7] Avant d'approuver l'entente, il faut permettre l'autorisation du recours collectif *Chunghwa* aux seules fins d'approbation de l'entente. Ainsi, le Tribunal doit d'abord s'assurer que le recours collectif repose sur une assise juridique suffisante. En l'espèce, le Tribunal est d'avis que le recours remplit cette condition. En effet, les allégations contenues à la requête reposent sur une violation de la partie IV de la *Loi sur la concurrence*¹. On allègue l'existence d'un cartel dans l'industrie du tube cathodique (CRT) dont le but est de fixer un prix artificiellement élevé pour ceux et celles qui font l'acquisition d'un produit muni d'un tel tube cathodique.

[8] La loi prévoit que les personnes qui ont subi des dommages découlant de telles actions peuvent s'adresser au Tribunal pour obtenir compensation.

¹ L.R.C. 1985 c. C-34.

[9] Or, on sait que la constitutionnalité de tels recours civils découlant de la loi a été confirmée par la Cour suprême du Canada dans l'arrêt *General Motors of Canada c. City National Leasing*².

[10] Ainsi, les dispositions de la loi habilent les personnes à exercer des poursuites devant les tribunaux civils si elles peuvent démontrer qu'elles ont subi des pertes à cause des actes enfreignant toute disposition à la loi.

[11] Puis, comme une entente est intervenue entre la requérante et *Chunghwa* et que le Tribunal conclut à la raisonnabilité de l'entente pour les raisons exprimées ci-après, le Tribunal conclut qu'il est dans l'intérêt de tous d'autoriser l'exercice du recours collectif contre *Chunghwa* uniquement dans le but d'entériner la convention intervenue.

La raisonnabilité de l'entente *Chunghwa*

[12] Le Tribunal doit maintenant se prononcer sur l'entente intervenue. En effet, une transaction conclue dans le cadre d'un recours collectif n'est valable que si elle est approuvée par le Tribunal. Or, avant de procéder à l'approbation de la transaction, le Tribunal doit être convaincu qu'elle est juste, raisonnable et au mieux des intérêts du groupe pris dans son ensemble³.

[13] Dans son appréciation, le Tribunal peut tenir compte de divers facteurs afin de décider d'approuver une transaction relative à un recours collectif⁴ :

- a) la probabilité de récupération ou la probabilité de réussite du recours;
- b) l'importance des frais futurs et la prolongation probable du litige si la question n'est pas réglée;
- c) les modalités et les conditions de la transaction;
- d) le montant et la nature de l'enquête préalable, de la preuve ou de l'examen;
- e) la présence de négociations libres et de bonne foi ainsi que l'absence de collusion;
- f) la compétence et l'expérience de l'avocat;
- g) le nombre d'opposants et la nature des oppositions;

² [1989] 1 R.C.S. 641.

³ Art. 25 C.p.c.; *Gagné c. c. Primerica Financial Service Ltd*, C.S. Québec, no 200-06-000008-006, 16 octobre 2001, J. Lemelin.

⁴ *Pelletier c. Baxter Healthcare Corp.*, AZ-98021492 (C.S.); *Dabbs c. Sun Life Assurance Co. of Canada*, [1998] O.J. (Quicklaw) no 1598 (Ont. C.J. Gen.Div.), par. 9.

- h) la possibilité de se prévaloir d'une option de retrait pour le membre du groupe qui n'est pas satisfait des modalités de la transaction;
- i) l'approbation de la transaction par des tribunaux d'autres provinces ou territoires.

[14] En l'espèce, le Tribunal est d'avis qu'il y a lieu d'entériner l'entente, et ce, pour les motifs suivants :

- a) D'abord, *Chunghwa* accepte de régler cette affaire sur une base nationale même si elle continue à nier avoir posé quelque geste répréhensible que ce soit;
- b) En contrepartie d'une quittance, *Chunghwa* accepte de payer la somme de 2 millions de dollars canadiens;
- c) Également, *Chunghwa* s'engage à coopérer avec les requérants dans le cadre des différentes procédures instituées;
- d) Les membres ont été informés de la date de présentation de la requête pour faire approuver le règlement intervenu et aucune opposition n'a été faite;
- e) La Cour suprême de la Colombie-Britannique et la Cour supérieure de l'Ontario ont respectivement approuvé l'entente dans deux jugements récemment rendus;
- f) Pour limiter le risque encouru en acceptant un règlement partiel, les parties impliquées se sont entendues sur le contenu d'une ordonnance d'interdiction. Madame la juge Bélanger, dans le jugement *Johnson c. Bayer*⁵, a traité de la question des ordonnances d'interdiction et émis certains paramètres à respecter. En l'espèce, la convention intervenue respecte les enseignements de la juge Bélanger;
- g) Pour s'assurer d'une distribution adéquate des indemnités reçues, les requérants et *Chunghwa* se sont entendus pour que l'indemnité versée par *Chunghwa* soit conservée en fidéicommiss par les procureurs du groupe de l'Ontario, au bénéfice de tous les membres du groupe, et que toute distribution de sommes contenues dans tels fonds se fasse ultérieurement, dans le cadre d'un plan de distribution qui sera au préalable soumis au tribunal pour approbation;

⁵ 2008 QCCS 4957.

- h) Par mesure de précaution, la requête a dûment été signifiée au Fonds d'aide aux recours collectifs même si l'assistance du Fonds n'a pas été sollicitée en l'instance;

[15] Le Tribunal est d'avis que l'entente intervenue respecte le meilleur intérêt des membres et qu'il y a lieu de l'entériner.

L'approbation et la diffusion de l'avis final

[16] Enfin, les parties à l'entente *Chunghwa* se sont entendues sur le contenu d'un avis annonçant l'approbation de ce recours collectif aux fins de l'entente *Chunghwa* ainsi que la méthode de diffusion retenue pour la publication de cet avis. C'est dans ce contexte que les parties à l'entente demandent aussi au tribunal d'autoriser la publication et la diffusion d'un tel avis selon leur entente. Le Tribunal est d'avis qu'il est dans l'intérêt des membres d'autoriser cet avis.

[17] Quant au mode de diffusion proposé pour la diffusion de l'avis, il est aussi approuvé puisqu'il est identique à celui déjà approuvé par le tribunal pour la diffusion et la publication de l'avis précédent.

POUR CES MOTIFS, LE TRIBUNAL :

[18] **AUTORISE** l'exercice du recours collectif seulement contre les intimées qui règlent et aux seules fins de l'entente *Chunghwa*;

[19] **ATTRIBUE** à la requérante, madame Carole Ouellet, le statut de représentante aux fins d'exercer le recours collectif pour le compte du groupe ci-après décrit (le « groupe de règlement du Québec »), et ce, aux seules fins de l'entente *Chunghwa* :

« Toutes les personnes physiques qui résident au Québec et qui ont acheté des produits avec un tube cathodique, au cours de la période visée par le recours, ainsi que toute personne morale de droit privé, toute société ou toute association résidant au Québec et qui, en tout temps au cours de la période de 12 mois qui précède la requête pour autorisation, comptait sous son contrôle ou sa direction, au plus 50 personnes liées à elle par contrat de travail ayant acheté les mêmes produits ci-haut décrits des mêmes personnes que ci-haut désignées au cours de la même période, à l'exception des personnes exclues. »

[20] **DÉCLARE** que les définitions figurant dans l'entente *Chunghwa* sont utilisées dans le jugement et que, par conséquent, elles sont réputées en faire partie intégrante;

[21] **DÉCLARE** que l'entente *Chunghwa* est valable, équitable, raisonnable, dans le meilleur intérêt des membres du groupe du Québec et constitue une transaction au sens de l'article 2631 du *Code civil du Québec*;

[22] **APPROUVE** l'entente *Chunghwa*, en accord avec l'article 1025 du *Code de procédure civile*;

[23] **DÉCLARE** que l'entente *Chunghwa*, jointe à ce jugement, dans son intégralité (y compris son préambule, ses définitions, ses appendices et addenda) fait partie intégrante de ce jugement, liant toutes les parties à l'entente *Chunghwa* et tous les membres qui y sont décrits;

[24] **DÉCLARE** que toute personne potentiellement membre du groupe du règlement du Québec visé par l'entente *Chunghwa* puisse s'exclure du groupe, conformément aux conditions contenues dans l'entente *Chunghwa*, dans les 60 jours suivant la date de la première publication de l'avis autorisant l'exercice du recours et l'approbation de l'entente *Chunghwa* (ci-après l'«Avis d'approbation»);

[25] **DÉCLARE** que toute personne potentiellement membre du groupe visé par l'entente *Chunghwa* qui, dans les 60 jours suivant la date de la première publication de l'avis d'approbation, le cachet postal faisant foi de l'envoi, se sera exclue du groupe en soumettant un écrit dûment complété accompagné de toute l'information requise par l'entente *Chunghwa* au greffier de cette Cour selon l'article 1007 C.p.c. ainsi qu'au procureur du groupe, ne sera pas liée par l'entente *Chunghwa* et ne sera plus autorisée à participer à toute procédure subséquente ou tout règlement pouvant survenir dans le cadre des procédures;

[26] **DÉCLARE** que tout membre du groupe de règlement du Québec qui ne se sera pas exclu du groupe sera lié par l'entente *Chunghwa* et ne pourra plus s'exclure du groupe à l'avenir;

[27] **DÉCLARE** que chaque membre du groupe de règlement du Québec qui formulera au Québec une réclamation dans le cadre de l'entente *Chunghwa* sera présumé avoir irrévocablement consenti au rejet final et définitif de tous les autres recours intentés au Québec par celui-ci (celle-ci), sans frais et sans réserve;

[28] **DÉCLARE** que tout autre recours institué au Québec par tout membre du groupe de règlement du Québec qui formulera une réclamation dans le cadre de l'entente *Chunghwa* sera par la présente rejeté, sans frais et sans réserve;

[29] **ORDONNE** et **DÉCLARE** que ce jugement, y compris l'entente *Chunghwa*, lie chaque membre du groupe de règlement du Québec qui ne se sera pas valablement exclu du groupe;

[30] **ORDONNE** et **DÉCLARE** que chaque partie donnant quittance qui ne se sera pas valablement exclue du groupe aura donné quittance et sera considérée avoir donné une quittance complète, générale et finale aux parties quittancées eu égard aux réclamations quittancées;

[31] **ORDONNE** et **DÉCLARE** que chaque partie quittancée aura donné quittance et sera réputée, de manière concluante, avoir donné quittance complète et pour toujours à chacune des autres parties quittancées à l'égard de toutes les réclamations pour contribution et dédommagement eu égard aux réclamations quittancées;

[32] **DÉCLARE** que, par l'entente *Chunghwa*, la requérante et les membres du groupe de règlement du Québec renoncent expressément aux bénéfices de la solidarité envers les intimées qui ne participent pas à l'entente *Chunghwa*, eu égard aux faits et gestes des parties quittancées;

[33] **DÉCLARE** que la requérante et les membres du groupe de règlement du Québec ne pourront dorénavant réclamer et obtenir, le cas échéant, que les dommages, y incluant les dommages punitifs, attribuables aux ventes et agissements des intimées qui ne participent pas à l'entente *Chunghwa*;

[34] **DÉCLARE** que tout recours en garantie ou autre mise en cause pour obtenir une contribution ou une indemnité des parties quittancées, ou se rapportant aux réclamations quittancées, est irrecevable dans le cadre des procédures instituées au Québec;

[35] **DÉCLARE** que les droits des intimées non parties à l'entente *Chunghwa* d'interroger les intimées qui règlent ainsi que l'une ou l'autre de Tatum Company of America Inc. et Tatum Co. Of Canada seront régis par les règles du Code de procédure civile;

[36] **DÉCLARE** que les intimées non parties à l'entente *Chunghwa* pourront valablement signifier toute procédure pouvant être requise pour faire valoir les droits aux paragraphes qui précèdent aux Intimées qui règlent ainsi que l'une ou l'autre de Tatum Company of America Inc. et Tatum Co. Of Canada en signifiant telle procédure au procureur *ad litem* de cette partie, comme identifié dans ce jugement;

[37] **DÉCLARE** que cette cour conserve un rôle de surveillance continue, aux fins d'exécution de ce jugement et **CONSTATE** que les intimées parties à l'entente *Chunghwa* reconnaissent la compétence de cette Cour à ces fins;

[38] **ORDONNE** que toute somme composant le Fonds de l'entente soit détenue en fidéicommiss par les procureurs du groupe de l'Ontario au bénéfice du groupe partie à l'entente *Chunghwa*, jusqu'à ce qu'un jugement soit rendu par cette cour, à la suite de la présentation d'une requête présentée à cet effet, après avoir été signifiée aux intimées;

[39] **APPROUVE** les avis aux membres (R-10);


[40] **ORDONNE** que les avis aux membres (R-10) soient diffusés selon le plan de diffusion des avis, produit au dossier de la Cour comme pièce R-3;

[41] **DÉCLARE** que les parties quittancées n'ont aucune responsabilité ni implication quant à l'administration de l'entente *Chunghwa*;

[42] **CONSTATE** que l'entente *Chunghwa* prévoit que son approbation est conditionnelle à l'approbation par le tribunal de l'Ontario et le tribunal de la Colombie-Britannique;

[43] **DÉCLARE** cette affaire est réglée à l'amiable en ce qui a trait aux intimées qui règlent;

[44] **SANS FRAIS.**


CATHERINE LA ROSA, j.c.s.

Me Simon Hébert
Siskinds Desmeules (casier 15)

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CANADA
PROVINCE DE QUÉBEC
DISTRICT DE QUÉBEC

COUR SUPÉRIEURE (recours collectif)
NO : 200-06-000114-093

CAROLE OUELLET

Requérante;

c.

HITACHI LTD. ET AL

Intimées.

PIÈCE R-9

BB-6852

Me Simon Hébert

N/D : 67-086

Casier 15

SISKINDS, DESMEULES
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**CANADIAN CATHODE RAY TUBES (CRT) CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT**

Made as of May 19, 2010

Between

**THE FANSHAWE COLLEGE OF APPLIED ARTS AND TECHNOLOGY, CURTIS
SAUNDERS AND CAROL OUELLET**

(the "Plaintiffs")

and

**CHUNGHWA PICTURE TUBES LTD. AND
CHUNGHWA PICTURE TUBES (MALAYSIA) SDN. BHD.**

(the "Settling Defendants")

**CANADIAN CATHODE RAY TUBES (CRT) CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT**

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**CANADIAN CATHODE RAY TUBES (CRT) CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT**

RECITALS

- A. WHEREAS the Proceedings have been commenced by the Plaintiffs in Ontario, Quebec and British Columbia which allege that the Settling Defendants participated in an unlawful conspiracy to raise, fix, maintain or stabilize the price of CRT in Canada and/or to allocate markets and customers for the sale of CRT in Canada, contrary to Part VI of the *Competition Act* and the common law;
- B. WHEREAS the Settling Defendants do not admit, through the execution of this Settlement Agreement, any allegation of unlawful conduct alleged in the Proceedings;
- C. WHEREAS the Plaintiffs and Class Counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts and law applicable to the Plaintiffs' claims, and having regard to the burdens and expense in prosecuting the Proceedings, including the risks and uncertainties associated with trials and appeals, the Plaintiffs and Class Counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the classes they seek to represent;
- D. WHEREAS the Plaintiffs, Class Counsel and the Settling Defendants agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by or evidence against the Settling Defendants or evidence of the truth of any of the Plaintiffs' allegations against the Settling Defendants, which the Settling Defendants expressly deny;
- E. WHEREAS the Settling Defendants are entering into this Settlement Agreement in order to achieve a final and nation-wide resolution of all claims asserted or which could have been asserted against them by the Plaintiffs in the Proceedings, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;
- F. WHEREAS the Parties therefore wish to, and hereby do, finally resolve on a national basis, without admission of liability, all of the Proceedings as against the Settling Defendants;

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

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

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

SECTION 1 – DEFINITIONS

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

- (1) *Account* means an interest bearing trust account at a Canadian Schedule 1 bank in Ontario under the control of Siskinds LLP for the benefit of Settlement Class Members.
- (2) *Administration Expenses* means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Plaintiffs, Class Counsel or otherwise for the approval, implementation and operation of this Settlement Agreement, including the costs of notices and claims administration but excluding Class Counsel Fees.
- (3) *BC Counsel* means Camp Fiorante Matthews.
- (4) *BC Court* means the Supreme Court of British Columbia.

- (5) *Claims Administrator* means the person proposed by Class Counsel and appointed by the Courts to administer the Settlement Amount in accordance with the provisions of this Settlement Agreement, and any employees of such firm.
- (6) *Class Counsel* means Ontario Counsel, Quebec Counsel and BC Counsel.
- (7) *Class Counsel Fees* include the fees, disbursements, costs, interest, GST and other applicable taxes or charges of Class Counsel.
- (8) *Class Period* means March 1, 1995 to November 25, 2007.
- (9) *Common Issue* in each Proceeding means: Did the Settling Defendants conspire to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, CRT directly or indirectly in Canada during the Class Period? If so, what damages, if any, did Class Members suffer?
- (10) *Courts* means the Ontario Court, the Quebec Court and the BC Court.
- (11) *CRT* means cathode ray tubes, including colour picture tubes, colour display tubes, and monochrome display tubes.
- (12) *CRT Products* mean CRT and products containing CRT.
- (13) *Defendants* means the entities named as defendants in 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 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.

- (17) *Final Order* means a final judgment entered by a Court in respect of the certification or authorization of a Proceeding as a class proceeding and the approval of this Settlement Agreement once the time to appeal such judgment has expired without any appeal being taken, if an appeal lies, or once there has been affirmation of the certification or authorization of a Proceeding as a class proceeding and the approval of this Settlement Agreement upon a final disposition of all appeals.
- (18) *Non-Settling Defendant* means a Defendant that is not a Settling Defendant, but excludes Tatung Company, Tatung Company of America, Inc., and Tatung Company of Canada, Inc.
- (19) *Ontario Counsel* means Siskinds LLP and Sutts, Strosberg LLP.
- (20) *Ontario Court* means the Ontario Superior Court of Justice.
- (21) *Opt-Out Deadline* means the date which is sixty (60) days after the date on which the notice of certification and settlement approval is first published.
- (22) *Other Actions* means actions or proceedings, other than the Proceedings, relating to Released Claims commenced by a Settlement Class Member either before or after the Effective Date.
- (23) *Parties* means the Plaintiffs, Settlement Class Members and the Settling Defendants.
- (24) *Plaintiffs* means the individuals and entities named as plaintiffs in the Proceedings as set out in Schedule A.
- (25) *Proceedings* means Ontario Court File No. 59044CP (London), Quebec Court (District of Québec) Action No. 200-06-000114-093 and British Columbia Court File No. S-097394 (Vancouver Registry).
- (26) *Purchase Price* means the sale price paid by Settlement Class Members for CRT Products purchased during the Class Period, less any rebates, delivery or shipping charges, taxes and any other form of discounts.
- (27) *Quebec Counsel* means Siskinds Desmeules s.e.n.c.r.l.
- (28) *Quebec Court* means the Superior Court of Quebec.

(29) *Released Claims* means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses (including Administration Expenses), penalties, and lawyers' fees (including Class Counsel Fees), known or unknown, suspected or unsuspected, in law, under statute or in equity, that Releasors, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, 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 CRT Products, or relating to any conduct alleged (or which could have been alleged) in the Proceedings including, without limitation, any such claims which have been asserted or could have been asserted, whether in Canada or elsewhere, as a result of the purchase of CRT Products. However, nothing herein shall be construed to release any claims that are not related to the allegations made in the Proceedings or Other Actions, including any claims arising from any alleged product defect, breach of contract, or similar claim between the Parties or between the Settling Defendants and Settlement Class Members relating to CRT Products.

(30) *Releasees* means, jointly and severally, individually and collectively, the Settling Defendants and all of their present and former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, insurers, and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, (including without limitation, Tatung Company, Tatung Company of America, Inc., Tatung Company of Canada, Inc., and CPTF Optronics Co.Ltd.) and their respective past, present and future officers, directors, employees, agents, shareholders, attorneys, trustees, servants and representatives; and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing, excluding always the Non-Settling Defendants.

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

(32) *Settlement Agreement* means this agreement, including the Recitals and Schedules.

(33) *Settlement Amount* means CDN \$2,000,000.

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

(35) *Settlement Class Member* means a member of a Settlement Class who does not validly opt-out of the Proceedings.

(36) *Settling Defendants* means Chunghwa Picture Tubes Ltd. and any and all subsidiaries and affiliates including, but not limited to, Chunghwa Picture Tubes (Malaysia) SDN. BHD.

(37) *U.S. Litigation* means the class action proceeding pending in the United States District Court for the Northern District of California, under the caption *In re Cathode Ray Tube (CRT) Antitrust Litigation*, 07-MDL-1917, and includes all actions transferred by the Judicial Panel for Multidistrict Litigation for coordination, all actions pending such transfer, and all actions that may be transferred in the future.

SECTION 2 – SETTLEMENT APPROVAL

2.1 Best Efforts

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

2.2 Motions for Approval

(1) The Plaintiffs shall bring motions before the Courts for orders approving the notices described in section 11, certifying or authorizing each of the Proceedings commenced in their respective jurisdictions as a class proceeding (for settlement purposes) and approving this Settlement Agreement.

(2) Prior to or in conjunction with the first motion referred to in section 2.2(1) being brought before the Quebec Court, the Plaintiff in the Quebec Action shall bring a motion before the Quebec Court for an order amending the Quebec motion for authorization to add the Settling Defendants as defendants in the Quebec Action.

(3) The Ontario order certifying the Proceeding and approving the Settlement Agreement referred to in section 2.2(1) shall be substantially in the form attached hereto as Schedule B. The

Quebec and British Columbia orders authorizing or certifying the Proceedings and approving the Settlement Agreement referred to in section 2.2(1) shall be agreed upon by the Parties and shall mirror the substance and, where possible, the form of the Ontario order.

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

2.3 Pre-Motion Confidentiality

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

SECTION 3 – SETTLEMENT BENEFITS

3.1 Payment of Settlement Amount

(1) On or before July 31, 2010, the Settling Defendants shall pay the Settlement Amount to Siskinds LLP for deposit into the Account, in full satisfaction of the Released Claims against the Releasees.

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

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

3.2 Taxes and Interest

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

(2) Subject to section 3.2(3), all Canadian taxes payable on any interest which accrues on the Settlement Amount in the Account or otherwise in relation to the Settlement Amount shall be the

responsibility of the Settlement Classes. Class Counsel shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Amount in the Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned by the Settlement Amount shall be paid from the Account.

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

3.3 Cooperation

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

(2) Within fifteen (15) days of the Date of Execution or at a time mutually agreed upon by the Parties, the Settling Defendants shall:

- (a) provide a full account to Class Counsel of all facts known to them that are relevant to the Proceedings including, without limitation, how any alleged conspiracy was formed, implemented, and enforced;
- (b) make reasonable best efforts to provide existing electronic transactional data for sales by the Settling Defendants of CRT Products delivered in Canada, if any, during the Class Period, to the extent that such data has not previously been provided pursuant

to section 12.2(1). The Settling Defendants represent that they have electronic transactional data relating to sales by the Settling Defendants of CRT Products during the Class Period, which data includes Purchase Price information, but do not represent that they had direct sales to customers in Canada during the Class Period. Counsel for the Settling Defendants agree to be reasonably available as necessary to respond to Class Counsel's questions regarding the electronic transactional data produced by the Settling Defendants. If counsel for the Settling Defendants are unable to provide an adequate response to Class Counsel's questions, the Settling Defendants shall request that an employee of the Settling Defendants be reasonably available to Class Counsel to respond to Class Counsel's questions. The inability of the employee to respond to Class Counsel's questions or the failure of the employee to agree to make him or herself available to or otherwise cooperate with the Plaintiffs shall not constitute a breach or violation of this Settlement Agreement;

(3) Within fifteen (15) days of the lifting of the discovery stay in the U.S. Litigation, the Settling Defendants shall:

(a) produce relevant non-privileged documents relating to sales, pricing, capacity, production, the dates, locations, subject matter, and participants in any meetings between competitors, and how any alleged conspiracy was formed, implemented, and enforced (as well as English translations sufficient to evidence any collusive meetings among CRT makers and how any alleged conspiracy was formed, implemented, and enforced, to the extent known by the Settling Defendants), and:

(i) All pre-existing business documents provided by the Settling Defendants to any grand jury, the United States Department of Justice, the European Commission, the Competition Bureau, or any other state, federal or international government or administrative agency, without geographic limitation, concerning the allegations raised in the Proceedings, excluding documents created for the purpose of being so provided; and

(ii) To the extent not included in the above categories, any documents provided by the Settling Defendants in the U.S. Litigation, including but not limited to, any documents provided to counsel for the plaintiffs in the U.S. Litigation pursuant to any settlement agreement entered into between the plaintiffs in the U.S. Litigation and the Settling Defendants.

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

(4) Following the Effective Date, the Settling Defendants shall, at the request of Class Counsel, upon reasonable notice, and subject to any legal restrictions, make reasonable best efforts to make available at a mutually convenient time, employees of the Settling Defendants who have knowledge of the allegations raised in the Proceedings to provide information regarding the allegations raised in the Proceedings in a personal interview with Class Counsel and/or experts retained by Class Counsel. The employees shall be made available at a location chosen by the Settling Defendants within their sole discretion. Costs incurred by, and the expenses of, the employees of the Settling Defendants in relation to such interviews shall be the responsibility of the Settling Defendants. Costs of an interpreter or otherwise related to foreign language translation in connection with interviews shall be the responsibility of Class Counsel. If the employee(s) refuses to provide information, or otherwise cooperate, the Settling Defendants shall use reasonable best efforts to make him/her available for an interview with Class Counsel and/or experts retained by Class Counsel. The failure of the employee(s) to agree to make him or herself available, or to otherwise cooperate, with the Plaintiffs shall not constitute a violation of this Settlement Agreement.

(5) Subject to the rules of evidence, any court order with respect to confidentiality and the other provisions of this Settlement Agreement, the Settling Defendants agree to use reasonable efforts to produce for the certification motion, for any other motion in the Proceedings where Class Counsel and the Settling Defendants, acting reasonably, agree that the evidence of the Settling Defendants is necessary for the motion, at trial and/or discovery or through acceptable affidavits or other testimony (i) a current representative qualified to establish for admission into evidence the Settling Defendants' sales of CRT Products delivered in Canada during the Class Period and (ii) current representatives as Class Counsel and the Settling Defendants, acting reasonably, agree would be necessary to support the submission into evidence of any information provided by the Settling Defendants in accordance with the Settlement Agreement that Class Counsel and the Settling Defendants, acting reasonably,

agree may be reasonably necessary for the prosecution of the Proceedings and may be presented to the Courts.

(6) Nothing in this Settlement Agreement shall be construed to require the Settling Defendants or any present or former officer, director or employee of the Settling Defendants to perform any act, including the transmittal or disclosure of any information, which would violate any federal, provincial, state, local privacy law, or any law of a foreign jurisdiction.

(7) Nothing in this Settlement Agreement shall require, or shall be construed to require, the Settling Defendants to disclose or produce any documents or information prepared by or for counsel for the Settling Defendants, or to disclose or produce any documents or information in breach of any order, regulatory directive, rule or law of this or any jurisdiction, or subject to solicitor-client privilege, litigation privilege, or any other privilege, or to disclose or produce any information or documents they obtained on a privileged or co-operative basis from any party to any action or proceeding who is not a Settling Defendant.

(8) If any documents protected by any privilege and/or any privacy law or other rule or law of this or any applicable jurisdiction are accidentally or inadvertently produced, such documents shall be promptly returned to the Settling Defendants and the documents and the information contained therein shall not be disclosed or used directly or indirectly, except with the express written permission of the Settling Defendants, and the production of such documents shall in no way be construed to have waived in any manner any privilege or protection attached to such documents.

(9) The Settling Defendants' obligations to cooperate as particularized in section 3.3 shall not be affected by the release provisions contained in section 7 of this Settlement Agreement. The Settling Defendants' obligations to cooperate shall cease at the date of final judgment in the Proceedings against all Defendants. In the event the Settling Defendants materially breach section 3.3, Class Counsel may move before the Courts to either enforce the terms of this Settlement Agreement or set aside the approval of this Settlement Agreement or part thereof.

(10) A material factor influencing the Settling Defendants' decision to execute this Settlement Agreement is their desire to limit the burden and expense of this litigation. Accordingly, Class Counsel agree to exercise good faith in seeking cooperation from the Settling Defendants and to

avoid seeking information that is unnecessary, cumulative or duplicative and agree otherwise to avoid imposing undue or unreasonable burden or expense on the Settling Defendants.

(11) Releasees Tatung Company, Tatung Company of Canada, and Tatung Company of America, Inc., also agree to the above cooperation obligations to the extent that those obligations are applicable to them.

SECTION 4 – DISTRIBUTION OF THE SETTLEMENT AMOUNT AND ACCRUED INTEREST

4.1 Distribution Protocol

(1) After the Effective Date, at a time wholly within the discretion of Class Counsel, but on notice to the Settling Defendants, Class Counsel will make an application seeking orders from the Courts approving the Distribution Protocol.

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

4.2 No Responsibility for Administration or Fees

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

SECTION 5 – OPTING-OUT

5.1 Procedure

(1) A person may opt-out of the Proceedings by sending a written election to opt-out, signed by the person or the person's designee, by pre-paid mail, courier or fax to Class Counsel at an address to be identified in the notice contemplated by section 11 of this Settlement Agreement.

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

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

- (a) the person's full name, current address and telephone number; and
- (b) the name(s) of each entity from whom the person purchased CRT Products during the Class Period.

(4) Quebec Class Members who have commenced proceedings or commence proceedings and fail to discontinue such proceedings by the Opt-Out Deadline shall be deemed to have opted out. Quebec Counsel warrant and represent that, to the best of their knowledge, no such action has been commenced as of the date this Settlement Agreement was executed by it.

5.2 Opt-Out Report

Class Counsel shall use the information provided by the Settling Defendants pursuant to section 12.2 to supplement and confirm the information received pursuant to section 5.1(3). Within thirty (30) days of the Opt-Out Deadline, Class Counsel shall provide to the Settling Defendants, to the extent that such information is known by Class Counsel, the following information in respect of each person, if any, who has opted out of the Proceedings:

- (a) the person's full name, current address and telephone number;
- (b) the reasons for opting out;
- (c) the name(s) of each entity from whom the person purchased CRT Products during the Class Period; and
- (d) a copy of all information provided by that person in the opting-out process.

5.3 Exclusions

Class Counsel will cause copies of elections to opt-out of the Proceedings to be provided to counsel for the Settling Defendants. To the extent that persons reasonably believed by the Settling Defendants to represent purchases of more than \$7,500,000 of CRT Products from the Settling Defendants during the Class Period elect to opt out of the Proceedings, the Settling Defendants may,

if acting reasonably and in good faith, terminate this Settlement Agreement within sixty (60) days of receipt of the final list of persons who have opted-out of the Proceedings.

SECTION 6 – TERMINATION OF SETTLEMENT AGREEMENT

6.1 Right of Termination

(1) In the event that:

- (a) any Court declines to approve this Settlement Agreement or any material part hereof;
- (b) any Court approves this Settlement Agreement in a materially modified form;
- (c) any orders approving this Settlement Agreement made by the Ontario Court, the British Columbia Court or the Quebec Court do not become Final Orders; or
- (d) the Settling Defendants terminate this Settlement Agreement pursuant to section 5.3;

this Settlement Agreement shall be terminated and, except as provided for in section 6.4, it shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.

(2) Any order, ruling or determination made by any Court with respect to Class Counsel's fees and disbursements or with respect to the Distribution Protocol or with respect to the Opt-Out Procedure shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not provide any basis for the termination of this Settlement Agreement.

6.2 If Settlement Agreement is Terminated

(1) If this Settlement Agreement is terminated:

- (a) no motion to certify or authorize any of the Proceedings as a class action on the basis of this Settlement Agreement or to approve this Settlement Agreement, which has not been heard, shall proceed;
- (b) any order certifying or authorizing a Proceeding as a class action on the basis of the Settlement Agreement or approving this Settlement Agreement shall be set aside and declared null and void and of no force or effect, and anyone shall be estopped from asserting otherwise;

- (c) any prior certification or authorization of a Proceeding as a class proceeding, including the definitions of the Settlement Class and the Common Issue, shall be without prejudice to any position that any of the Parties may later take on any issue in the Proceedings or any other litigation; and
- (d) within ten (10) days of such termination having occurred, or in the event of non-payment of the Settlement Amount by the Settling Defendants, Class Counsel shall destroy all documents or other materials provided by the Settling Defendants or containing or reflecting information derived from such documents or other materials received from the Settling Defendants and, to the extent Class Counsel has disclosed any documents or information provided by the Settling Defendants to any other person, shall recover and destroy such documents or information. Class Counsel shall provide the Settling Defendants with a written certification by Class Counsel of such destruction. Nothing contained in this paragraph shall be construed to require Class Counsel to destroy any of their work product. However, any documents or information provided by the Settling Defendants, or received from the Settling Defendants in connection with this Settlement Agreement, may not be disclosed to any person in any manner or used, directly or indirectly, by Class Counsel or any other person in any way for any reason, without the express prior written permission of the Settling Defendants. Class Counsel shall take appropriate steps and precautions to ensure and maintain the confidentiality of such documents, information and any work product of Class Counsel.

6.3 Allocation of Monies in the Account Following Termination

If the Settlement Agreement is terminated, Siskinds LLP shall return to the Settling Defendants all monies in the Account including interest, but less the costs of notice expended in accordance with sections 11 and 13 and less the amount of any income taxes paid in respect of any interest earned on monies in the Account, within thirty (30) business days of the relevant termination event in section 6.1. The Settling Defendants and Plaintiffs expressly reserve all of their respective rights if this Settlement Agreement is terminated.

6.4 Survival of Provisions After Termination

(1) If this Settlement Agreement is terminated the provisions of sections 3.2(2),(3), 3.3(1), (8), 6, 9.1, 9.2, 12.2(4), 13, and 14.6 and the definitions and Schedules applicable thereto shall survive the termination and continue in full force and effect. The definitions and Schedules shall survive only for the limited purpose of the interpretation of sections 3.2(2),(3), 3.3(1), (8), 6, 9.1, 9.2, 12.2(4), 13, and 14.6 within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

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

SECTION 7 – RELEASES AND DISMISSALS

7.1 Release of Releasees

Upon the Effective Date, and in consideration of payment of the Settlement Amount, and for other valuable consideration set forth in the Settlement Agreement, the Releasors forever and absolutely release the Releasees from the Released Claims.

7.2 Release by Releasees

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

7.3 Covenant Not To Sue

Notwithstanding section 7.1, for any Settlement Class Members resident in any province or territory where the release of one tortfeasor is a release of all other tortfeasors, the Releasors do not release the Releasees but instead covenant and undertake not to make any claim in any way or to threaten, commence, or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims.

7.4 No Further Claims

The Releasors shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any

other person, any action, suit, cause of action, claim or demand against any Releasee or any other person who may claim contribution or indemnity from any Releasee in respect of any Released Claim or any matter related thereto, except for the continuation of the Proceedings against the Non-Settling Defendants or unnamed co-conspirators.

7.5 Dismissal of the Proceedings

The Proceedings shall be dismissed with prejudice and without costs as against the Settling Defendants, and Tatung Company, Tatung Company of America, Inc., and Tatung Company of Canada, Inc.

7.6 Dismissal of Other Actions

(1) Each Settlement Class Member, who does not opt-out or is not deemed to opt-out in accordance with section 5.1, shall be deemed to consent to the dismissal, without costs and with prejudice, of his, her or its Other Actions against the Releasees.

(2) All Other Actions commenced in any province or territory of Canada by any Settlement Class Member, who does not opt-out, shall be dismissed against the Releasees, without costs and with prejudice.

SECTION 8 – BAR ORDER AND OTHER CLAIMS

8.1 Bar Order

A bar order shall be granted by each of the Courts providing for the following:

- (a) all claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Proceedings, by any Non-Settling Defendant or any other person or party, against a Releasee, or by a Releasee against any Non-Settling Defendant, are barred, prohibited and enjoined in accordance with the terms of this section (unless such claim is made in respect of a claim by a person who has validly opted-out of the Proceedings);

- (b) if the Courts ultimately determine that there is a right of contribution and indemnity between the Defendants, the Plaintiffs and the Settlement Class Members shall restrict their joint and several claims against the Non-Settling Defendants such that the Plaintiffs and the Settlement Class Members shall be entitled to claim and recover from the Non-Settling Defendants on a joint and several basis only those damages (including punitive damages) arising from and allocable to the sales and/or conduct of the Non-Settling Defendants;
- (c) a Non-Settling Defendant may, on motion to the Courts determined as if the Settling Defendants remained parties to the Proceedings, and on at least ten (10) days notice to counsel for the Settling Defendants, and not to be brought unless and until the action against the Non-Settling Defendants has been certified and all appeals or times to appeal have been exhausted, seek Orders for the following:
 - (A) documentary discovery and an affidavit of documents in accordance with the *Rules of Civil Procedure* O.Reg. 194 from the Settling Defendants;
 - (B) oral discovery of a representative of the Settling Defendants, the transcript of which may be read in at trial;
 - (C) leave to serve a request to admit on the Settling Defendants in respect of factual matters; and/or
 - (D) the production of a representative of the Settling Defendants to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendant.

The Settling Defendants retain all rights to oppose such motion, including any such motion brought at trial seeking an order requiring the Settling Defendants to produce a representative to testify at trial;

- (d) on any motion brought pursuant to section 8.1(c), the Court may make such Orders as to costs and other terms as it considers appropriate;
- (e) to the extent that such an order is granted and discovery is provided to a Non-Settling Defendant, a copy of all discovery provided, whether oral or documentary in nature,

shall timely be provided by the Settling Defendants to the Plaintiffs and Class Counsel;

- (f) the Courts will retain an ongoing supervisory role over the discovery process and the Settling Defendants will attorn to the jurisdiction of the Courts for these purposes; and
- (g) a Non-Settling Defendant may effect service of the motion(s) referred to in section 8.1(c) on the Settling Defendants by service on counsel of record for the Settling Defendants in the Proceedings.

8.2 Claims Against Other Entities Reserved

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

SECTION 9 – EFFECT OF SETTLEMENT

9.1 No Admission of Liability

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

9.2 Agreement Not Evidence

The Parties agree that, whether or not it is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to approve

and/or enforce this Settlement Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law.

9.3 No Further Litigation

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

SECTION 10 – CERTIFICATION OR AUTHORIZATION FOR SETTLEMENT ONLY

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

SECTION 11 – NOTICE TO SETTLEMENT CLASSES

- (1) The proposed Settlement Classes shall be given notice of: (i) hearings at which the Courts will be asked to certify or authorize the Proceedings as class proceedings and approve the Settlement Agreement; and (ii) the certification or authorization of the Proceedings as class proceedings and the approval of this Settlement Agreement if granted by the Courts.
- (2) 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.

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

SECTION 12 – ADMINISTRATION AND IMPLEMENTATION

12.1 Mechanics of Administration

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

12.2 Information and Assistance

(1) The Settling Defendants will make reasonable best efforts to compile a list of the names and addresses of persons, if any, in Canada who purchased CRT Products from them during the Class Period and the Purchase Price paid by each of their customers in Canada during the Class Period.

(2) The information required by section 12.2(1) shall be delivered to the Class Counsel within fifteen (15) business days of the Date of Execution, or at least five (5) days in advance of the publication of the Notice of Certification and Settlement Approval Hearing, whichever is earlier.

(3) Class Counsel may use the information provided under section 12.2(2) to advise persons in Canada who purchased CRT Products from the Settling Defendants during the Class Period of this Settlement Agreement and the date of the approval hearings before the Courts, to facilitate the claims administration process established in accordance with section 4 of this Settlement Agreement, or as otherwise authorized in section 3.3.

(4) All information provided by the Settling Defendants pursuant to section 12.2(1) shall be dealt with in accordance with section 3.3. If this Settlement Agreement is terminated, all information provided by the Settling Defendants pursuant to section 12.2(1) shall be dealt with in accordance with section 6.2(1)(d) and no record of the information so provided shall be retained by Class Counsel in any form whatsoever.

**SECTION 13 – CLASS COUNSEL FEES AND
ADMINISTRATION EXPENSES**

- (1) The costs of the notices referred to in section 11 of this Settlement Agreement and any costs associated with receiving opt outs shall be paid by Class Counsel or the Claims Administrator, if one has been appointed by the Courts, out of the Account.
- (2) Class Counsel may seek the Courts' approval to pay Class Counsel Fees and Administration Expenses contemporaneous with seeking approval of this Settlement Agreement.
- (3) Except as provided in sections 3.2 and 13(1), Class Counsel Fees and Administration Expenses may only be paid out of the Account after the Effective Date.
- (4) Class Counsel reserve the right to bring motions to the Courts for payment out of the Account for any future adverse cost awards to a maximum of CDN \$250,000 and future disbursements to a maximum of CDN \$250,000.
- (5) The Settling Defendants shall not be liable for any fees, disbursements or taxes of any of Class Counsel's, the Plaintiffs' or Settlement Class Members' respective lawyers, experts, advisors, agents, or representatives.

SECTION 14 – MISCELLANEOUS

14.1 Motions for Directions

- (1) Any Class Counsel or the Settling Defendants may apply to the Courts for directions in respect of the implementation and administration of this Settlement Agreement or Distribution Protocol.
- (2) All motions contemplated by this Settlement Agreement shall be on notice to the Parties.

14.2 Releasees Have No Liability for Administration

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

14.3 Headings, etc.

In this Settlement Agreement:

- (a) the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and
- (b) the terms "this Settlement Agreement", "hereof", "hereunder", "herein", and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement.

14.4 Computation of Time

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

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

14.5 Ongoing Jurisdiction

- (1) Each of the Courts shall retain exclusive jurisdiction over each Proceeding commenced in its jurisdiction, the Parties thereto and the Class Counsel Fees in those Proceedings.
- (2) No Party shall ask a Court to make any order or give any direction in respect of any matter of shared jurisdiction unless that order or direction is conditional upon a complimentary order or direction being made or given by the other Court(s) with which it shares jurisdiction over that matter.

14.6 Governing Law

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

14.7 Entire Agreement

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

14.8 Amendments

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

14.9 Binding Effect

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

14.10 Counterparts

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

14.11 Negotiated Agreement

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

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

14.12 Language

The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.

14.13 Transaction

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

14.14 Recitals

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

14.15 Schedules

The Schedules annexed hereto form part of this Settlement Agreement.

14.16 Acknowledgements

Each of the Parties hereby affirms and acknowledges that:

- (a) he, she or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood the Settlement Agreement;
- (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her or the Party's representative by his, her or its counsel;
- (c) he, she or the Party's representative fully understands each term of the Settlement Agreement and its effect; and

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

14.17 Authorized Signatures

Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement.

14.18 Notice

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

For Plaintiffs and for Class Counsel:

Charles M. Wright

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

Telephone: 519-660-7753
Facsimile: 519-672-6065
Email: charles.wright@siskinds.com

J. J. Camp, Q.C.

Camp Fiorante Matthews
4th Floor, Randall Building
555 West Georgia Street,
Vancouver, BC V6B 1Z6

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

Harvey T. Strosberg, Q.C.

Sutts, Strosberg LLP
Barristers and Solicitors
600-251 Goyeau Street
Windsor, ON N9A 6V4

Telephone: 519-258-9333
Facsimile: 519-258-9527
Email: harvey@strosbergco.com

Simon Hébert

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

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

For Settling Defendants:

James Musgrove

Lang Michener LLP
Brookfield Place
Suite 2500, 181 Bay Street
Toronto, Ontario M5J 2T7

Telephone: 416-360-8600
Fax: 416-365-1719
Email: JMusgrove@langmichener.ca

14.19 Date of Execution

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

By: *André Wilkey*
Name: Siskinds LLP
Title: Ontario Counsel

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

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

By: *André Wilkey for Leida Mayman*
Name: Camp Fiorante Matthews
Title: BC Counsel

For Settling Defendants:

James Musgrove

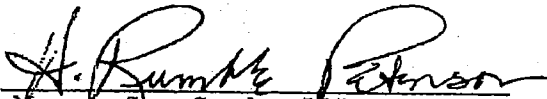
Lang Michener LLP
Brookfield Place
Suite 2500, 181 Bay Street
Toronto, Ontario M5J 2T7

Telephone: 416-360-8600
Fax: 416-365-1719
Email: JMusgrove@langmichener.ca

14.19 Date of Execution

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

By: _____
Name: Siskinds LLP
Title: Ontario Counsel

By: 
Name: Satts, Strosberg LLP
Title: Ontario Counsel

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

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

For Settling Defendants:

James Musgrove

Lang Michener LLP
Brookfield Place
Suite 2500, 181 Bay Street
Toronto, Ontario M5J 2T7

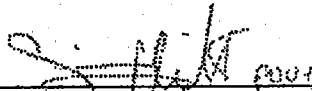
Telephone: 416-360-8600
Fax: 416-365-1719
Email: JMusgrove@langmichener.ca

14.19 Date of Execution

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

By: _____
Name: Siskinds LLP
Title: Ontario Counsel

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

By:  _____
Name: Siskinds Desmetules s.e.n.c.r.l.
Title: Quebec Counsel

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

**CHUNGHWA PICTURE TUBES LTD. AND
CHUNGHWA PICTURE TUBES (MALAYSIA)
SDN. BHD.**

By: 

Name: Lang Wholener LLP
Title: Canadian Counsel

SCHEDULE A – PROCEEDINGS

Proceeding	Plaintiffs	Defendants	Settlement Class
<p>Ontario Superior Court of Justice Court File No. 59044CP (the "Ontario Action")</p>	<p>The Fanshawe College of Applied Arts and Technology</p>	<p>Hitachi, Ltd., Hitachi Asia, Ltd., Hitachi America, Ltd., Hitachi Display Ltd, Hitachi Electronics Devices (USA), Shenzhen SEG Hitachi Color Display Devices, Ltd., Hitachi Canada, Ltd., Irico Group Corporation, Irico Group Electronics Co. Ltd., Irico Display Devices Co., Ltd., LG Electronics, Inc., LG Electronics USA, Inc., LG Electronics Canada, LP Displays International Ltd. (f/k/a LG Philips Display), Panasonic Corporation f/k/a Matsushita Electric Industrial Co. Ltd., Panasonic Corporation of North America, Panasonic Canada Inc., Beijing Matsushita Color CRT Company, Ltd., MT Picture Display Co. Ltd. f/k/a Matsushita Toshiba Picture Display Co. Ltd., Daewoo International Corporation, Daewoo Electronics Corporation f/k/a Daewoo Electronics Company Ltd., Koninklijke Philips Electronics N.V., Philips Electronics North America Corporation, Philips Electronics Ltd., Samsung Electronics Co. Ltd., Samsung SDI Co., Ltd. (f/k/a Samsung Display Device Co.), Samsung Electronics America Inc., Samsung Electronics Canada Inc.,</p>	<p>All persons in Canada who purchased CRT Products in Canada during the Class Period, except the Excluded Persons and persons who are included in the Quebec Class and the BC Class.</p>

Proceeding	Plaintiffs	Defendants	Settlement Class
		<p>Samsung SDI America, Inc., Samsung SDI Mexico S.A. de C.V., Shenzhen Samsung SDI Co. Ltd., Tianjin Samsung SDI Co., Ltd., Samtel Color, Ltd., Tatung Company of America, Inc., Tatung Co. of Canada Inc., Toshiba Corporation, Toshiba America Consumer Products, LLC Toshiba America Inc., Toshiba America Electronic Components Inc., Toshiba America Information Systems Inc., Toshiba of Canada Limited, Chunghwa Picture Tubes, Ltd and Chunghwa Picture Tubes (Malaysia) SDN. BHD.</p>	
<p>Superior Court of Quebec (District of Québec), File No. 200-06-000114-093 (the "Quebec Action")</p>	<p>Carole Ouellet</p>	<p>Hitachi Ltd., Hitachi Asia Ltd, Hitachi America Ltd., Hitachi Canada, Ltd, Irico Group Corporation, Irico Display Devices Co., Ltd, LG Electronics Inc., LG Electronics Canada, LP Displays International Ltd. (f/k/a LG Philipps Display), Matsushita Electric Industrial Co. Ltd, Beijing Matshushita Color CRT Company, Ltd., Panasonic Corporation of North America, Panasonic Canada Inc., MT Picture Display Co., Ltd., Orion Electric Co. Ltd., Orion America Inc., Koninklijke Philips Electronics N.V., Philips Electronics North America Corporation,</p>	<p>All individuals in Quebec who purchased CRT Products in Canada during the Class Period, as well as any legal person resident in Quebec established for a private interest, partnership or association which, at all times between May 6, 2004 and May 5, 2005, had under its direction or control no more than 50 persons bound to it by a contract of employment who purchased CRT Products in Canada during the Class</p>

Proceeding	Plaintiffs	Defendants	Settlement Class
		<p>Philips Electronics Ltd., Samsung Electronics Co. Ltd., Samsung SDI Co., Ltd. (f/k/a Samsung Display Device Co.), Samsung Electronics America Inc., Samsung Electronics Canada Inc., Samsung SDI America, Inc., Samtel Color, Ltd., Tatung Company of America, Inc., Tatung Co. of Canada Inc., Toshiba Corporation, Toshiba America Consumer Products, LLC, Toshiba of Canada Limited</p>	<p>Period, except Excluded Persons.</p>
<p>British Columbia Supreme Court File No. S-097394 (Vancouver Registry) (the "BC Action")</p>	<p>Curtis Saunders</p>	<p>Chunghwa Picture Tubes, Ltd., Chunghwa Picture Tubes (Malaysia) Sdn. Bhd., Daewoo, Electronics Corporation f/k/a Daewoo Electronics Company, Ltd., Hitachi, Ltd., Hitachi Displays, Ltd., Hitachi Asia, Ltd., Hitachi America, Ltd., Hitachi Canada, Ltd., Hitachi Electronic Devices (USA), Shenzhen SEG Hitachi Color Display Devices, Ltd., Irico Group Corporation, Irico Group Electronics Co., Ltd., Irico Display Devices Co., Ltd., LG Electronics, Inc., LG Electronics Taiwan Taipei Co., Ltd., LG Electronics USA, Inc., LG Electronics Canada, LP Displays International, Ltd. f/k/a LG Philips Display, Panasonic Corporation f/k/a Matsushita Electronic</p>	<p>All persons in British Columbia who purchased CRT Products in Canada during the Class Period, except the Excluded Persons.</p>

Proceeding	Plaintiffs	Defendants	Settlement Class
		Industrial Co. Ltd., Matsushita Electronic Corporation (Malaysia) Sdn Bhd., Panasonic Corporation of North America, Panasonic Canada Inc, MT Picture Display Co., Ltd. f/k/a Matsushita Toshiba Picture Display Co. Ltd., Beijing Matsushita Color CRT Company, Ltd., Koninklijke Philips Electronics N.V., Philips Electronics Industries Ltd., Philips Electronics Industries (Taiwan) Ltd., Philips da Amazonia Industria Electronica Ltda., Philips Electronics North America Corporation, Philips Electronics Ltd., Samsung Electronics Co. Ltd., Samsung Electronics America, Inc., Samsung SDI Co., Ltd. f/k/a Samsung Display Device Co. Ltd., Samsung SDI America, Inc., Samsung SDI Mexico S.A. de C.V., Samsung SDI Brasil Ltda., Shenzhen Samsung SDI Co. Ltd., Tianjin Samsung SDI Co., Ltd., Samsung SDI (Malaysia) Sdn Bhd., Samsung Electronics Canada Inc., Samtel Color, Ltd., Tatung Company, Tatung Company of America, Inc., Tatung Co. of Canada Inc., Thai CRT Company, Ltd., Toshiba Corporation, Toshiba Display Devices (Thailand) Company, Ltd., Toshiba	

Proceeding	Plaintiffs	Defendants	Settlement Class
		America, Inc., Toshiba America Consumer Products, LLC, Toshiba America Electronic Components, Inc., Toshiba America Information Systems, Inc., Toshiba of Canada Limited	

SCHEDULE B

Court File No. 59044CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

The Honourable)
Justice Tausendfreund) of , the day
), 2009

BETWEEN:

THE FANSHAWE COLLEGE OF APPLIED ARTS AND TECHNOLOGY

Plaintiff

- and -

HITACHI, LTD., HITACHI ASIA, LTD., HITACHI AMERICA, LTD., HITACHI DISPLAY LTD,
HITACHI ELECTRONIC DEVICES (USA), SHENZHEN SEG HITACHI COLOR DISPLAY
DEVICES, LTD., HITACHI CANADA, LTD., IRICO GROUP CORPORATION, IRICO GROUP
ELECTRONICS CO. LTD., IRICO DISPLAY DEVICES CO., LTD., LG ELECTRONICS, INC.,
LG ELECTRONICS USA, INC., LG ELECTRONICS CANADA, LP DISPLAYS
INTERNATIONAL LTD. (f/k/a LG PHILIPS DISPLAY), PANASONIC CORPORATION F/K/A
MATSUSHITA ELECTRIC INDUSTRIAL CO. LTD., PANASONIC CORPORATION OF NORTH
AMERICA, PANASONIC CANADA INC., BEIJING MATSUSHITA COLOR CRT COMPANY,
LTD., MT PICTURE DISPLAY CO. LTD. F/K/A MATSUSHITA TOSHIBA PICTURE DISPLAY
CO. LTD., DAEWOO INTERNATIONAL CORPORATION, DAEWOO ELECTRONICS
CORPORATION f/k/a DAEWOO ELECTRONICS COMPANY LTD., KONINKLIJKE PHILIPS
ELECTONICS N.V., PHILIPS ELECTRONICS NORTH AMERICA CORPORATION, PHILIPS
ELECTRONICS LTD., SAMSUNG ELECTRONICS CO. LTD., SAMSUNG SDI CO., LTD. (f/k/a
SAMSUNG DISPLAY DEVICE CO.), SAMSUNG ELECTRONICS AMERICA INC., SAMSUNG
ELECTRONICS CANADA INC., SAMSUNG SDI AMERICA, INC., SAMSUNG SDI MEXICO
S.A. DE C.V., SHENZHEN SAMSUNG SDI CO. LTD., TIANJIN SAMSUNG SDI CO., LTD.,
SAMTEL COLOR, LTD., TATUNG COMPANY OF AMERICA, INC., TATUNG CO. OF CANADA
INC., TOSHIBA CORPORATION, TOSHIBA AMERICA CONSUMER PRODUCTS, LLC
TOSHIBA AMERICA INC., TOSHIBA AMERICA ELECTRONIC COMPONENTS INC.,
TOSHIBA AMERICA INFORMATION SYSTEMS INC., TOSHIBA OF CANADA LIMITED,
CHUNGHWA PICTURE TUBES, LTD and
CHUNGHWA PICTURE TUBES (MALAYSIA) SDN. BHD.

Defendants

Proceeding under the *Class Proceedings Act*, 1992

ORDER

THIS MOTION made by the Plaintiffs for an Order certifying this action as a class proceeding for settlement purposes as it relates to the Defendant, Chungghwa Picture Tubes Ltd. and Chungghwa Picture Tube (Malaysia) SND. BHD. (collectively the "Settling Defendants"), and approving the Settlement Agreement entered into with the Settling Defendants was heard this day at the Court House, 80 Dundas Street, London, Ontario.

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

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

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

Did the Settling Defendants conspire to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, CRT Products in Canada during the Class Period? If so, what damages, if any, did the Class Members suffer?
6. **THIS COURT DECLARES** that the Settlement Agreement is fair, reasonable and in the best interests of the Settlement Class.

7. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved pursuant to s. 29 of the *Class Proceedings Act*, 1992 and shall be implemented in accordance with its terms.
8. **THIS COURT DECLARES** that the Settlement Agreement is incorporated by reference into and forms part of this Order and is binding upon the representative plaintiff and all Settlement Class Members.
9. **THIS COURT ORDERS** that Settlement Class Members who wish to opt-out of this action must do so by sending a written election to opt-out, together with the information required in the Settlement Agreement, to the Claims Administrator, postmarked on or before the date which is sixty (60) days from the date of the first publication of the Notice of Certification and Settlement Approval.
10. **THIS COURT ORDERS** that any Settlement Class Member who has validly opted-out of this action is not bound by the Settlement Agreement and shall no longer participate or have the opportunity in the future to participate in this action.
11. **THIS COURT ORDERS** that any Settlement Class Member who has not validly opted-out of this action is bound by the Settlement Agreement and may not opt-out of this action in the future.
12. **THIS COURT ORDERS AND DECLARES** that each Settlement Class Member who has not validly opted-out of this action shall consent and shall be deemed to have consented to the dismissal as against the Releasees of any Other Actions he, she or it has commenced, without costs and with prejudice.
13. **THIS COURT ORDERS AND DECLARES** that each Other Action commenced in Ontario by any Settlement Class Member who has not validly opted-out of this action shall be and is hereby dismissed against the Releasees, without costs and with prejudice.
14. **THIS COURT ORDERS AND DECLARES** that this Order, including the Settlement Agreement, is binding upon each Settlement Class Member who has not validly opted-out of this action including those persons who are minors or mentally incapable and the

requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure* are dispensed with in respect of this action.

15. **THIS COURT ORDERS AND DECLARES** that each Releasor who has not validly opted-out of this action has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.
16. **THIS COURT ORDERS** that each Releasor who has not validly opted-out of this action shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any Releasee or any other person who may claim contribution or indemnity from any Releasee in respect of any Released Claim or any matter related thereto, except for the continuation of the Proceedings against the Non-Settling Defendants or unnamed co-conspirators.
17. **THIS COURT ORDERS AND DECLARES** that the Releasees have released and shall be conclusively deemed to have forever and absolutely released each of the other from any and all claims for contribution and indemnity with respect to the Released Claims.
18. **THIS COURT ORDERS AND DECLARES** that the use of the terms "Releasors" and "Released Claims" in this Order does not constitute a release of claims by those Settlement Class Members who are resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors.
19. **THIS COURT ORDERS AND DECLARES** that each Settlement Class Member who is resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors covenants and undertakes not to make any claim in any way nor to threaten, commence, or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims.
20. **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, by any Non-Settling Defendant or any other person or party, against a Releasee, or by a

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

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

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

- (i) documentary discovery and an affidavit of documents in accordance with the *Rules of Civil Procedure* O.Reg. 194 from the Settling Defendants;
- (ii) oral discovery of a representative of the Settling Defendants, the transcript of which may be read in at trial;
- (iii) leave to serve a request to admit on the Settling Defendants in respect of factual matters; and/or
- (iv) the production of a representative of the Settling Defendants to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendant.

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

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

24. **THIS COURT ORDERS** that for purposes of enforcement of this Order, this Court will retain an ongoing supervisory role and the Settling Defendants will attorn to the jurisdiction of this Court for these purposes.
25. **THE COURT ORDERS** that, except as provided herein, this Order does not affect any claims or causes of action that any Settlement Class Member has or may have against the Non-Settling Defendants or unnamed co-conspirators in this action.
26. **THIS COURT ORDERS** that the Releasees have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement.
27. **THIS COURT ORDERS** that the Settlement Amount be held in trust for the benefit of the Settlement Class, pending further order of the Court, which shall be sought by the Plaintiff on a motion in the action brought on notice to the Settling Defendants.
28. **THIS COURT ORDERS AND ADJUDGES** that this action be and is hereby dismissed against the Settling Defendants without costs and with prejudice.
29. **THIS COURT ORDERS** that approval of the Settlement Agreement is contingent upon approval by the Quebec Court and the British Columbia Court and this Order shall have no force and effect if such approval is not secured in Quebec and British Columbia.

Date:

(Signature of judge, officer or registrar)

SCHEDULE "B"

If you purchased CRT Products, including televisions and computer monitors, in Canada, between March 1, 1995 and November 25, 2007, your legal rights could be affected by a class action settlement.

PLEASE READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR LEGAL RIGHTS.

Background

CRT means cathode ray tubes, including colour picture tubes, colour display tubes, and monochrome display tubes. CRT is a display device commonly used in older televisions and computer monitors. CRT Products means CRT and products containing CRT.

Class proceeding lawsuits have been initiated in Ontario, British Columbia and Quebec alleging that the defendants conspired to fix prices for CRT Products (the "CRT Proceedings").

Settlement Approval

A settlement has been reached in the CRT Proceedings with Chunghwa Picture Tubes Ltd. and Chunghwa Picture Tubes (Malaysia) SDN. BHD. (collectively "Chunghwa") (the "Settlement Agreement"). Pursuant to the Settlement Agreement, Chunghwa has paid Cdn \$2,000,000 in exchange for a full release of claims against them and their related entities, including Tatung Company, Tatung Company America, Inc. and Tatung Co. of Canada Inc. The settlement funds are being held in an interest bearing account for the benefit of settlement class members. The calculation and timing of the distribution of the settlement funds will be determined by further order of the courts. Chunghwa has also agreed to cooperate with the plaintiffs in the continuation of the CRT Proceedings against the remaining defendants. The settlement represents a resolution of disputed claims. Chunghwa does not admit any wrongdoing or liability. A copy of the Settlement Agreement is available online at www.classaction.ca.

The CRT Proceedings were certified for settlement purposes as against Chunghwa. The Settlement Agreement was approved by each of the Ontario, British Columbia and Quebec courts.

Filing a Claim

Further notices will be published and posted online at www.classaction.ca advising settlement class members of the process for filing a claim in the future.

Opting Out

If you do not wish to participate in the CRT Proceedings, including in the Chunghwa settlement, you must "opt-out". If you opt-out, you will not be eligible to claim benefits under the Chunghwa settlement or participate in the CRT Proceedings in the future, including any subsequent court award and/or settlement.

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Class Counsel

A full list of Class Counsel is available online at www.classaction.ca.

Class Counsel legal fees have been approved by the courts in the amount of \$●, plus disbursements in the amount of \$●, and applicable taxes. This represents 25% of the Chunghwa settlement funds, plus interest. Additionally, Class Counsel reserve the right to bring motions to the courts for payment out of the Chunghwa settlement funds for any future adverse cost awards to a maximum of \$250,000 and future disbursements to a maximum of \$250,000.

Further Information

Further information about the class action and the Settlement Agreement is available online at www.classaction.ca or by contacting Class Counsel toll free at 1-800-461-6166 ext. 2455 or by email at charles.wright@siskinds.com.

**THIS NOTICE HAS BEEN AUTHORIZED BY THE ONTARIO SUPERIOR COURT OF JUSTICE, THE
BRITISH COLUMBIA SUPREME COURT AND THE SUPERIOR COURT OF QUEBEC**

SCHEDULE "C"

**METHOD OF DISSEMINATION
NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL
IN THE CRT CLASS ACTION PROCEEDINGS – CHUNGHWA SETTLEMENT**

The Notice of Certification and Settlement Approval shall be distributed in the following manner:

1. published once in the following newspapers, in either English or French, as is appropriate for each newspaper, subject to each having reasonable publication deadlines and costs:
 - (a) The Globe and Mail, national edition
 - (b) National Post, national edition
 - (c) Montreal La Presse
 - (d) Montreal The Gazette
 - (e) Le Soleil
2. published once in the following industry magazines, in either English or French, as is appropriate for each magazine, subject to each having reasonable publication deadlines and costs:
 - (a) Canadian Electronics
 - (b) Computer World Canada
3. sent to the following industry associations, in either English or French, as is appropriate for each association, requesting voluntary distribution to their membership:
 - (a) Information Technology Association of Canada
 - (b) Information and Communications Technology Council (ICTC)
4. posted in English and French by Class Counsel on Class Counsel's respective websites;
5. sent by direct mail in English and French by Class Counsel, within seven (7) days of the first publication of the Notice, to Chunghwa Picture Tubes Ltd.'s and Chunghwa Picture Tubes (Malaysia) SDN BHD.'s direct purchaser customers of CRT Products during the Class Period, to the extent that such information has been provided to Class Counsel; and
6. provided by Class Counsel to any person who requests it.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at London

Proceeding under the *Class Proceedings Act, 1992*

ORDER

Approval of Chunghwa Settlement Agreement

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CANADA
PROVINCE DE QUÉBEC
DISTRICT DE QUÉBEC

COUR SUPÉRIEURE (recours collectif)
NO : 200-06-000114-093

CAROLE OUELLET

Requérante;

c.

HITACHI LTD. ET AL

Intimées.

PIÈCE R-10

BB-6852

Me Simon Hébert

N/D : 67-086

Casier 15

SISKINDS, DESMEULES | **AVOCATS**
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PALAIS DE JUSTICE DE QUÉBEC
SERVICES FINANCIERS

2011 JAN 7 PM 2 38

If you purchased CRT Products, including televisions and computer monitors, in Canada, between March 1, 1995 and November 25, 2007, your legal rights could be affected by a class action settlement.

PLEASE READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR LEGAL RIGHTS.

Background

CRT means cathode ray tubes, including colour picture tubes, colour display tubes, and monochrome display tubes. CRT is a display device commonly used in older televisions and computer monitors. CRT Products means CRT and products containing CRT.

Class proceeding lawsuits have been initiated in Ontario, British Columbia and Quebec alleging that the defendants conspired to fix prices for CRT Products (the "CRT Proceedings").

Settlement Approval

A settlement has been reached in the CRT Proceedings with Chunghwa Picture Tubes Ltd. and Chunghwa Picture Tubes (Malaysia) SDN. BHD. (collectively "Chunghwa") (the "Settlement Agreement"). Pursuant to the Settlement Agreement, Chunghwa has paid Cdn \$2,000,000 in exchange for a full release of claims against them and their related entities, including Tatung Company, Tatung Company America, Inc. and Tatung Co. of Canada Inc. The settlement funds are being held in an interest bearing account for the benefit of settlement class members. The calculation and timing of the distribution of the settlement funds will be determined by further order of the courts. Chunghwa has also agreed to cooperate with the plaintiffs in the continuation of the CRT Proceedings against the remaining defendants. The settlement represents a resolution of disputed claims. Chunghwa does not admit any wrongdoing or liability. A copy of the Settlement Agreement is available online at www.classaction.ca.

The CRT Proceedings were certified for settlement purposes as against Chunghwa. The Settlement Agreement was approved by each of the Ontario, British Columbia and Quebec courts.

Filing a Claim

Further notices will be published and posted online at www.classaction.ca advising settlement class members of the process for filing a claim in the future.

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