

1 KAMALA D. HARRIS
Attorney General of California
2 MARK BRECKLER
Chief Assistant Attorney General
3 KATHLEEN FOOTE
Senior Assistant Attorney General
4 EMILIO VARANINI (SBN 163952)
ESTHER H. LA (SBN 160706)
5 MICHAEL JORGENSON (SBN 201145)
NICOLE S. GORDON (SBN 224138)
6 PAMELA PHAM (SBN 235493)
PAUL A. MOORE (SBN 241157)
7 BRIAN D. WANG (SBN 284490)
Deputy Attorneys General
8 State Bar No. 163952
455 Golden Gate Avenue, Suite 11000
9 San Francisco, CA 94102-7004
Telephone: (415) 703-5908
10 Fax: (415) 703-5480
E-mail: Emilio.Varanini@doj.ca.gov
11 *Attorneys for Plaintiffs*
State of California, et al.

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF SAN FRANCISCO

14
15
16
17 **THE PEOPLE OF THE STATE OF**
CALIFORNIA, et al.,

18 Plaintiffs,

19 v.

20
21 **SAMSUNG SDI, CO., LTD., et al,**

22 Defendants.

Case No. CGC-11-515784

**EXHIBIT H (TOSHIBA SETTLEMENT
AGREEMENT AMENDMENT)
TO VARANINI DECLARATION IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENTS WITH HITACHI, LG,
PANASONIC, TOSHIBA AND SAMSUNG**

23 Date: March 3, 2016
24 Time: 8:30 a.m.
Dept: 304
Judge: Curtis E.A. Karnow
Action Filed: November 8, 2011

AMENDMENT TO SETTLEMENT AGREEMENT BETWEEN
THE STATE OF CALIFORNIA, ET AL.
AND TOSHIBA

This Amendment to the Settlement Agreement dated (August 17, 2015) (the "Amendment") is made and entered into by and between Toshiba, on the one hand, and the Attorney General of California, on behalf of the State of California and its state agencies, and as *parens patriae* on behalf of natural persons resident in California at any time during the Relevant Period (collectively the "State"), and its political subdivisions (including the Settlement Class of Government Entities as defined below) by and through the City and County of San Francisco, acting as a representative for the Settlement Class of Government Entities (the "City"), on the other hand.

WHEREAS the State and Toshiba entered into a Settlement Agreement on (August 10, 2015) (the "Agreement"), concerning the allegations described in the action entitled *State of California et al. v. Samsung SDI, Co. Ltd et al.*, Case No. CGC -11-515784 (Sup. Ct. Cal. Filed November 8, 2011) (the "Action");

WHEREAS, the Agreement was executed by duly authorized counsel for the State, and Toshiba;

WHEREAS, the State and Toshiba intend California Code of Civil Procedure section 664.6 to apply to the Agreement; and

WHEREAS, in the event the Court so requires, the State, and Toshiba will modify the definition of "Settlement Class of Government Entities" in the Agreement, in order to clarify the existing definition and comply with directions provided by the trial court judge in the Action;

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth in the Agreement and herein and for other good and valuable consideration, it is agreed by and among the undersigned that the Agreement is subject to the following modifications, pursuant to Section 35 of the Agreement, with all other provisions within the Agreement, including the Effective Date, continuing in full force and effect, subject all to the approval of the Court, on the following terms and conditions, and incorporating the preceding clauses:

In the event the Court so requires, the following modifications shall be made to the Agreement:

1. Section A.3 definition of "Government Entities" is replaced as follows:
"Settlement Class of Government Entities" consists of all political subdivisions of the State of California, plus the University of California and the State Bar of California, that indirectly or directly purchased Cathode Ray Tubes ("CRTs") and/or products containing CRTs (including but not limited to computer monitors and televisions) between March 1, 1995 and November 25, 2007. The term "political subdivisions" is defined as all government entities authorized under California state law but without statewide jurisdiction.

2. The underlined term below is inserted into the defined term "Settling Parties" as set forth on the first line of Section B.9, as follows:
The Attorney General, **the City, on behalf of the Settlement Class of Government Entities,** and Toshiba (the "Settling Parties")

3. Section G.34 is replaced as follows:
The Superior Court of California, County of San Francisco, shall retain jurisdiction over the Action pursuant to Code of Civil Procedure section 664.6, over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of, or relating to, this Agreement or the applicability of this Agreement that cannot be resolved by negotiation and agreement by the parties to the Agreement. This Agreement shall be construed according to the laws of the State of California without regard to its choice of law or conflict of laws principles. By this Amendment, Toshiba, the State, and the City adopt all provisions of the original Agreement as amended here.

4. Section G.36 is replaced as follows:

This Agreement may be executed in counterparts by the Settling Parties, and an email or facsimile signature shall be deemed an original signature for purposes of executing this Agreement.

5. Section G.41 is replaced as follows:

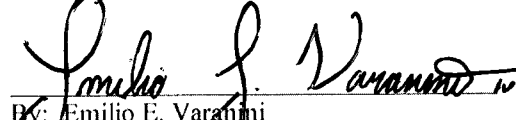
Each of the undersigned attorneys or representatives of the Settling Parties represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement on behalf of the Settling Parties he or she represents, subject to Court approval.

6. New Section G.44 is added as follows:

This Amendment effectuates the intention of the parties to the Agreement as expressed therein, and does not constitute a substantive modification of the Agreement, except that the Amendment effectuates the intention of the Settling Parties to the Agreement in light of California Code of Civil Procedure section 664.6 and clarification of the definition of the Settlement Class of Government Entities, as instructed by the Court. In particular, the composition of the Settlement Class of Government Entities in the original Agreement is not modified by this Amendment.

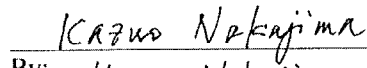
KAMALA D. HARRIS
Attorney General of California

Dated: August 17, 2015


By: Emilio E. Varanini
Deputy Attorney General

Toshiba

Dated: August 17, 2015


By: Kazuo Nakajima Group Manager
Toshiba

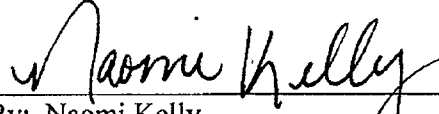
CITY AND COUNTY OF SAN FRANCISCO

Dated: _____

By: Naomi Kelly
City Administrator and Dir. of Admin. Services

CITY AND COUNTY OF SAN FRANCISCO

Dated: _____



By: Naomi Kelly
City Administrator and Dir. of Admin. Services