

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

THE PEOPLE OF THE STATE OF CALIFORNIA, et al.,

Plaintiffs,

v.

SAMSUNG SDI, CO., LTD., et al.,

Defendants.

Case No. CGC -11-515784

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENTS WITH LG, PANASONIC, HITACHI, TOSHIBA AND SAMSUNG, CERTIFICATION OF THE CLASS OF GOVERNMENT ENTITIES, DISMISSAL OF PARENS PATRIAE CLAIMS, AWARDS TO NAMED GOVERNMENT ENTITIES, AND AWARD OF ATTORNEY’S FEES AND COSTS

Date: September 27, 2016
Time: 9:00 a.m.
Dept: 303
Judge: Curtis E.A. Karnow

Action Filed: November 8, 2011

This matter came before the Court for hearing on September 27, 2016 in Department 303, pursuant to this Court’s Order Granting Plaintiffs’ Motion for Preliminary Approval of Settlements with Panasonic, Hitachi, Toshiba and Samsung, and Conditionally Certifying Settlement Class of Government Entities (“Preliminary Approval Order”). Plaintiffs, the People of the State of California (“People” or “Plaintiffs”), appearing by and through their attorney,

1 Kamala D. Harris, Attorney General of the State of California (Attorney General”), and her
2 Deputy Attorneys General, moved the Court for an order certifying the provisional class of
3 government entities for settlement purposes (“Plaintiff Government Class”) and granting final
4 approval of the following: the Settlement Agreements with Defendant LG Electronics, Inc.
5 (“LG”), Defendants Panasonic Corporation f/k/a Matsushita Electric Industrial Co., Ltd.,
6 Panasonic Corporation of North America, Panasonic Consumer Electronic Co., Matsushita
7 Electronics Corporation (Malaysia) SDN. BHD., MT Picture Display Co., Ltd. f/k/a Matsushita-
8 Toshiba Picture Display Co., Ltd. and Beijing Matsushita Color CRT Co., Ltd. (“Panasonic”),
9 Defendants Hitachi, Ltd., Hitachi Displays, Ltd., Hitachi Electronic Devices (USA), Inc., Hitachi
10 America, Ltd. and Hitachi Asia, Ltd. (“Hitachi”), Defendants Toshiba Corporation, Toshiba
11 America Electronic Components, Inc., P.T. Tosumnit Electronics Devices Indonesia and Toshiba
12 Display Devices (Thailand) Company, Ltd. (“Toshiba”), and Defendants Samsung SDI, Co., Ltd.
13 F/K/A Samsung Display Device Co. Ltd., Samsung SDI America, Inc., Samsung SDI Mexico,
14 S.A. DE C.V., Samsung SDI Brasil Ltda., Shenzhen Samsung SDI Co., Ltd., Tianjin Samsung
15 SDI Co., Ltd. and Samsung SDI (Malaysia) SDN. BHD (“Samsung SDI”); the dismissal of the
16 *parens patriae* claims pursuant to pursuant to California Business and Professions Code section
17 16760(c); the proposed allocation and distribution of the settlement fund to the Plaintiff
18 Government Class; the *cy pres* plan for distribution of the class settlement fund; the requested
19 awards to the government entities named in the Complaint; and the requested litigation costs and
20 attorneys’ fees (“Motion for Final Approval of Settlements”). Defendants LG, Panasonic, Hitachi,
21 Toshiba, and Samsung (“Settling Defendants”), appearing through their respective counsel,
22 adequate notice having been given to the Plaintiff Government Class and to the *parens patriae*
23 group and no objector having appeared at the Final Approval Hearing, and the Court having
24 considered the matter and good cause appearing, finds as follows:

25 (1) The settlements as to the claims on behalf of the Plaintiff Government Class (“Class
26 Settlements”) are fair, reasonable, and adequate;

27 ///

28 ///

1 (2) The factors favoring the provisional certification of the Plaintiff Government Class for
2 settlement purposes have not changed between the preliminary approval and final approval
3 hearings;

4 (3) The applicable requirements of California Code of Civil Procedure section 382 have
5 been satisfied with respect to the Class and the Settlements;

6 (4) The dismissal of the Attorney General's *parens patriae* claims pursuant to California
7 Business and Professions Code section 16760(c) is fair and reasonable;

8 (5) The proposed allocation and distribution of the settlement fund to the Plaintiff
9 Government Class is reasonable;

10 (6) The proposed *cy pres* plan for distribution of the class settlement fund is reasonable;

11 (7) The requested awards to the 30 government entities named in the Complaint is
12 reasonable; and

13 (8) The requested litigation costs and attorneys' fees is reasonable.

14 **IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:**

15 1. The proposed Settlement Agreements and Amendments with Settling Defendants LG,
16 Panasonic, Hitachi, Toshiba, and Samsung have been granted final approval.

17 2. The provisional Plaintiff Government Class certification is finalized and defined as:

18 All political subdivisions and public agencies in California (i.e., counties, cities, K-12
19 school districts, and utilities), plus the University of California and the State Bar of
20 California, that purchased Cathode Ray Tubes ("CRTs") and/or CRT products during the
21 Relevant Period (March 1, 1995 through November 25, 2007). Excluded from this
22 definition are all state agencies that either constitute an arm of the State of California under
the Eleventh amendment of the U.S. Constitution or are not otherwise treated under
California law as being autonomous from the State of California itself.

23 3. The Court has granted final approval of the Class Settlements, the dismissal of the
24 *parens patriae* claims pursuant to California Business and Professions Code section 16760(c), the
25 proposed allocation and distribution plan for the settlement fund, the *cy pres* distribution plan, the
26 requested awards to the government entities named in the Complaint, and the requested litigation
27 costs and attorneys' fees.

1 THE LG SETTLEMENT AGREEMENT

2 4. Pursuant the terms of Defendant LG's Settlement Agreement, attached hereto as
3 Exhibits A and B and incorporated into this Order, LG is hereby enjoined and restrained for a
4 period of three years from the date of final approval of the Settlement Agreement, from engaging
5 in price fixing, market allocation, and/or bid rigging relating to CRTs for incorporation into
6 monitors or to other display screens incorporated into monitors, which constitute horizontal
7 conduct that are per se violations of sections 16700 *et seq.* of the Cartwright Act.

8 5. Pursuant the terms of Defendant LG's Settlement Agreement, LG is hereby required to
9 certify that it has an antitrust compliance program and that it does not manufacture or sell CRTs.
10 In the event that it manufactures or sells CRTs within three (3) years of the date of execution of
11 the Settlement Agreement, it shall: (1) establish, if not already established, and maintain a
12 program to provide relevant antitrust compliance education to their officers and employees with
13 responsibility for pricing and sales of CRT's in and to the United States regarding the legal
14 standards imposed by federal and state antitrust laws, and LG shall have ninety (90) days from
15 final approval of the Settlement Agreement to establish this program if one has not already been
16 established; and (2) for three (3) years from that date, on an annual basis, LG shall certify in
17 writing to the Attorney General that it is fully compliant with the provisions of this paragraph by
18 describing the nature of the program it has implemented or is maintaining pursuant to this sub-
19 paragraph. The Attorney General is required to provide notice to LG that the certification is due
20 thirty (30) days prior to the deadline for its submission. Nothing in this provision shall cause,
21 require or effect a waiver of any privileges otherwise applicable to the content or conduct of any
22 antitrust compliance training.

23 6. Pursuant the terms of its Settlement Agreement, Defendant LG has paid to the Attorney
24 General, for the benefit of the State, a Settlement Fund amount of \$750,000 (U.S.).

25 7. Pursuant the terms of its Settlement Agreement, Defendant LG has been providing and
26 shall continue to provide cooperation to the Attorney General as described in paragraph 17 of the
27 Settlement Agreement.

28 ///

1 11. Pursuant the terms of their Settlement Agreement, the Panasonic Defendants have been
2 providing and shall continue to provide cooperation to the Attorney General as described in
3 paragraph 19 of the Settlement Agreement.

4 **THE HITACHI SETTLEMENT AGREEMENT**

5 12. Pursuant the terms of the Hitachi Defendants' Settlement Agreement, attached hereto as
6 Exhibits E and F and incorporated into this Order, Japan Display Inc. ("JDI") is hereby enjoined
7 and restrained for a period of three years from the date of final approval of the Settlement
8 Agreement, from engaging in price-fixing, market allocation, and/or bid rigging, relating to flat
9 panel displays, which constitute horizontal conduct that are per se violations of sections 16700 *et*
10 *seq.* of the Cartwright Act.

11 13. Pursuant the terms of the Hitachi Defendants' Settlement Agreement, JDI required to
12 certify that it has an antitrust compliance program that provides relevant antitrust compliance
13 education to its officers and employees with responsibility for pricing and sales of flat panel
14 displays in and to the United States regarding the legal standards imposed by U.S. federal and
15 state antitrust laws. JDI shall have ninety (90) days from final approval of the Settlement
16 Agreement to establish this program if one has not already been established. For three (3) years,
17 on an annual basis, JDI shall certify in writing to the Attorney General that it is fully compliant
18 with the provisions of this paragraph by describing the nature of the program it maintains
19 pursuant to this sub-paragraph. The Attorney General is required to provide JDI notice that the
20 certification is due thirty (30) days prior to the deadline for its submission. Nothing in this
21 provision shall cause, require or effect a waiver of any privileges otherwise applicable to the
22 content or conduct of any antitrust compliance training.

23 14. Pursuant the terms of the Hitachi Defendants' Settlement Agreement, JDI has paid to
24 the Attorney General, for the benefit of the State, a Settlement Fund amount of \$625,000 (U.S.).

25 15. Pursuant the terms of their Settlement Agreement, the Hitachi Defendants have been
26 providing and shall continue to provide cooperation to the Attorney General as described in
27 paragraph 17 of the Settlement Agreement.

28 ///

1 describing the nature of how TAEC and Toshiba Corporation have complied and are complying
2 with the provisions of this paragraph (i.e., a reasonably detailed summary of the format and
3 contents of the program or programs). The Attorney General is required to provide notice to
4 counsel for Toshiba Corporation and TAEC that the certification is due thirty (30) days prior to
5 the deadline for its submission. Nothing in this provision shall affect a waiver of any privileges
6 otherwise applicable to the content of any antitrust compliance training.

7 20. Pursuant the terms of their Settlement Agreement, the Toshiba Defendants have paid to
8 the Attorney General, for the benefit of the State, a Settlement Fund amount of \$875,000 (U.S.).

9 21. Pursuant the terms of their Settlement Agreement, the Toshiba Defendants have been
10 providing and shall continue to provide cooperation to the Attorney General as described in
11 paragraph 17 of the Settlement Agreement.

12 **THE SAMSUNG SETTLEMENT AGREEMENT**

13 22. Pursuant the terms of their Samsung SDI Defendants' Settlement Agreement, attached
14 hereto as Exhibits I and J and incorporated into this Order, the Samsung SDI Defendants are
15 hereby enjoined and restrained for a period of five (5) years from the date of final approval of the
16 Settlement Agreement, from engaging in any price-fixing, market allocation, and/or bid rigging,
17 relating to CRTs for incorporation into monitors or to other display screens for incorporation into
18 monitors, which constitutes horizontal conduct that is a per se violation of sections 16700 *et seq.*
19 of the Cartwright Act.

20 23. Pursuant the terms of the Samsung SDI Defendants' Settlement Agreement, Samsung
21 SDI Co., Ltd. is hereby required to (1) establish, if not already established, and maintain a
22 program to provide relevant antitrust compliance education to their officers and employees with
23 responsibility for pricing and sales of CRTs, flat panels, and/or lithium ion batteries in and to the
24 United States regarding the legal standards imposed by federal and state antitrust laws; (2) for
25 five (5) years from the date of final approval of the Settlement Agreement, on an annual basis,
26 certify in writing to the Attorney General that it is fully compliant with the provisions of this
27 paragraph by describing the nature of the program it has implemented or is maintaining pursuant
28 to this sub-paragraph; and (3) shall appoint, if not already appointed, an employee of Samsung

1 SDI Co., Ltd., as Compliance Officer, who shall allow himself or herself to be interviewed once a
2 year by staff for the Attorney General as to the ongoing compliance and training efforts set out in
3 this paragraph. The Attorney General is required to provide notice to counsel for Samsung SDI
4 Co., Ltd., that the certification is due thirty (30) days prior to the deadline for its submission.
5 Nothing in this provision shall cause, require or effect a waiver of any privilege that is otherwise
6 applicable to the content or conduct of any antitrust compliance training.

7 24. Pursuant the terms of their Settlement Agreement, the Samsung SDI Defendants have
8 paid to the Attorney General, for the benefit of the State, a Settlement Fund amount of \$1,600,000
9 (U.S.).

10 25. Pursuant the terms of their Settlement Agreement, the Samsung SDI Defendants have
11 been providing and shall continue to provide cooperation to the Attorney General as described in
12 paragraph 21 of the Settlement Agreement.

13 **ALLOCATION AND DISTRIBUTION OF THE SETTLEMENT FUND**

14 26. The following allocation and distribution plan has been approved by the Court insofar
15 as the Plaintiff Government Class is concerned:

- 16 a. \$75,000 for the costs of notice and settlement administration;
- 17 b. \$975,000 (20% of the settlement funds) for attorneys' fees and litigation costs;
- 18 c. \$330,000 for payments to the government entities whose claims are represented
19 by the Attorney General in this action and who had to respond to discovery
20 requests;
- 21 d. \$1,214,250 to be distributed *cy pres* for the benefit of the settlement class of
22 government entities and for state agencies, split into \$1,032,113 for the
23 settlement class ("Government Class *Cy Pres* Fund") and \$182,137 for state
24 agencies;
- 25 e. \$195,000 to be distributed *cy pres* for the benefit of natural persons;
- 26 f. \$865,000 for civil penalties; and

27 ///

28 ///

1 g. \$1,295,750 to cover the deadweight loss and disgorgement claims, split into
2 \$863,833 for deadweight loss to be distributed *cy pres* for the indirect benefit of
3 the general economy of the State, and \$431,917 for disgorgement to the
4 Attorney General's Office pursuant to state and analogous federal law.

5 **RECIPIENTS OF GOVERNMENT CLASS *CY PRES* GRANTS**

6 27. *Cy pres* grants in the amounts proposed by the Attorney General shall be paid from the
7 Government Class *Cy Pres* Fund to the following entities: Altadena Library District, City of
8 Duarte, City of Fresno PARCS, City of Lancaster, City of Moorpark, City of Oakland, City of
9 Redding Police Department, City of Reedley Police Department, City of Sanger Police
10 Department, City of Santa Cruz, City of Santee, City of South Pasadena, City of Sunnyvale –
11 NOVA Workforce Services, City of West Covina, City of Yuba City, County of Del Norte,
12 Fresno Westside Mosquito Abatement District, Imperial County Workforce Development Office,
13 Marin County Public Defender, Merced County Department of Workforce Investment, Riverside
14 County Department of Environmental Health, San Luis Obispo County Health Agency
15 Environmental Health Services Division, and Stanislaus County.

16 **AWARDS TO NAMED 30 GOVERNMENT ENTITIES**

17 28. Each of the following government entities named in the Complaint shall receive an
18 award of \$11,000: Alameda County, Contra Costa County, Corona Norco Unified School
19 District, Elk Grove Unified School District , City of Fresno, County of Fresno, Garden Grove
20 Unified School District, Kern County, City of Long Beach, City of Los Angeles, County of Los
21 Angeles, Los Angeles Unified School District, Metropolitan Water District , City of Oakland,
22 Orange County, Sacramento County, City of San Diego, San Diego Unified School District, San
23 Francisco Unified School District, San Joaquin County, City of San Jose, San Juan Unified
24 School District, San Mateo County , Santa Clara County, Shasta County, Sonoma County, Tulare
25 County, UC Regents, Ventura County. The City and County of San Francisco, the court-
26 appointed Representative of the Plaintiff Government Class, also shall receive an award in the
27 amount of \$11,000.

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

LITIGATION COSTS AND ATTORNEYS' FEES

29. The requested litigation costs and attorneys' fees in the amount of \$975,000 has been approved.

DISMISSAL OF CLAIMS OR CAUSES OF ACTION

30. This Order applies to all claims or causes of action settled and released under the Settlement Agreements or dismissed pursuant to California Business and Professions Code section 16760(c).

31. The Attorney General shall dismiss its complaint against the LG, Panasonic, Hitachi, Toshiba, and Samsung Defendants with prejudice, upon the later of (i) the time for appeal or to seek permission to appeal this Order has expired; or (ii) if appealed, approval of this Order by the court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review.

32. This Final Approval Order, the Settlement Agreements, the Settlements which it reflects, and any and all acts, statements, documents or proceedings relating to the Settlements are not, and shall not be construed as, or used as an admission by or against Defendants or any other released parties of any fault, wrongdoing, or liability on their part, or of the validity of any Released Claims or of the existence or amount of damages.

JURISDICTION TO ENFORCE ORDER AND JUDGMENT

33. The Court retains jurisdiction over this action and the parties thereto, including pursuant to Pursuant to section 664.6 of the California Code of Civil Procedure and rule 3.769(h) of the California Rules of Court, to enforce the terms of this Order and the judgment.

Date: _____

Curtis E.A. Karnow
Judge of the Superior Court

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

THE PEOPLE OF THE STATE OF CALIFORNIA, et al.,

Plaintiffs,

v.

SAMSUNG SDI, CO., LTD., et al.,

Defendants.

Case No. CGC -11-515784

EXHIBIT A TO [PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENTS WITH LG, PANASONIC, HITACHI, TOSHIBA AND SAMSUNG, CERTIFICATION OF THE CLASS OF GOVERNMENT ENTITIES, DISMISSAL OF *PARENS PATRIAE* CLAIMS, AWARDS TO NAMED GOVERNMENT ENTITIES, AND AWARD OF ATTORNEY'S FEES AND COSTS

Date: September 27, 2016
Time: 9:00 a.m.
Dept: 303
Judge: Curtis E.A. Karnow

Action Filed: November 8, 2011

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into by and between LG Electronics, Inc. (“LG”), on the one hand, and the Attorney General of California (“Attorney General”), on behalf of the State of California and its state agencies, its political subdivisions and public agencies (including the Class of Government Entities as defined below), and in her capacity as *parens patriae* on behalf of all natural persons resident in California at any time during the Relevant Period as defined below (collectively, the “State”), on the other hand.

WHEREAS, the Attorney General alleges that LG participated in an unlawful conspiracy to raise, fix, maintain, or stabilize the price of Cathode Ray Tubes (“CRTs”) at artificially high levels, and to restrict output of CRTs in violation of the California Cartwright Act, the California Unfair Competition Law, and/or the doctrine of unjust enrichment; and

WHEREAS, the Attorney General has filed a case, No. CGC-11-515784, filed November 8, 2011, in the Superior Court of California, County of San Francisco, captioned *The State of California et al. v. Samsung SDI, Co. Ltd, et al.* (“the Action”), in which she has alleged that LG and other companies participated in an unlawful price fixing conspiracy of CRTs and believes her claims against LG are valid, but nevertheless believes that resolving her claims against LG according to the terms set forth below at this point in time in her case are in the best interest of the State in materially advancing that case and prosecuting claims against other companies participating in this conspiracy; and

WHEREAS, LG, despite the belief that it is not liable for any claims arising from allegations that it participated in an unlawful price fixing conspiracy of CRTs, and that it has

23320646.3

good defenses thereto, has nevertheless agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to obtain the releases, orders, and judgment contemplated by this Agreement, and to put to rest with finality all claims that have been or could have been asserted against LG Releasees, as defined below, based on the allegations in the complaint against LG and its other co-conspirators in the Action.

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is agreed by and among the undersigned that the relevant claims be settled, compromised, and dismissed on the merits with prejudice as to LG Releasees and, except as hereinafter provided, without costs as to the Attorney General, LG, and LG Releasees, subject to the approval of the Court, on the following terms and conditions, and incorporating the preceding clauses:

A. Definitions.

1. "LG Releasees" refers to LG and to all of its past and present, direct and indirect, parents, subsidiaries, and/or affiliates; the predecessors, successors, and assigns of any of the above; and each and all of their present and former principals, partners, officers, directors, supervisors, employees, agents, representatives, insurers, attorneys, heirs, executors, administrators, and assigns.
 - a. "LG Releasees" does not include LP Displays International (f/k/a LG Philips Displays) ("LPD"); Koninklijke Philips Electronics N.V.; Philips Electronics North America Corporation; Philips Electronics Industries (Taiwan), Ltd.; and Philips da Amazonia Industria Electronica Ltda

(collectively "Philips"); or any of their respective past and present, direct and indirect, parents, subsidiaries, and/or affiliates; the predecessors, successors, and assigns of LPD or Philips and each and all of the present and former principals, partners, officers, directors, supervisors, employees, representatives, insurers, attorneys, heirs, executors, administrators, and assigns of LPD or Philips, except for LG and each and all of the present and former principals, partners, officers, directors, supervisors, employees, representatives, insurers, attorneys, heirs, executors, administrators, and assigns thereof.

2. "Government Entities" refers to all political subdivisions and public agencies in California (*i.e.*, counties, cities, K-12 school districts, and utilities), plus the University of California and the State Bar of California, that have purchased CRTs and/or CRT products during the Relevant Period. Excluded from this definition are all state agencies that either constitute an arm of the State of California under the Eleventh Amendment of the U.S. Constitution or are not otherwise treated under California law as being autonomous from the State of California itself.
3. "Settlement Class of Government Entities" refers to all political subdivisions and public agencies in California (*i.e.*, counties, cities, K-12 school districts, and utilities), plus the University of California and the State Bar of California, that have purchased CRTs and/or CRT products during the Relevant Period. Excluded from this definition are all state agencies that either constitute an arm of the State of California under the Eleventh Amendment of the U.S. Constitution or are not otherwise treated under California law as being autonomous from the State of California itself.

4. The "MDL" refers to the Multidistrict Litigation entitled *In re Cathode Ray Tube (CRT) Antitrust Litigation*, Master File No. 3:07-cv-5944 SC, MDL No. 1917, which includes direct and indirect purchaser class actions, and related actions, currently pending in the United States District Court for the Northern District of California.
5. "Releasor" refers to (1) the State of California in its own behalf and on behalf of all state agencies that constitute an arm of the State of California; (2) the Attorney General acting as *parens patriae* on behalf of all natural persons resident in California at any time during the Relevant Period; and (3) the Settlement Class of Government Entities.
6. "Relevant Period" refers to the period beginning March 1, 1995, and continuing through November 25, 2007.
7. The "Settlement Fund" refers to the \$750,000.00 (U.S.) payment to be made by LG within thirty (30) business days of the Effective Date
8. "Effective Date" is the date upon which the Attorney General and LG, through the undersigned counsel, have signed this Agreement.

B. Approval of this Agreement and Dismissal of Claims Against LG.

9. The Attorney General and LG (the "Settling Parties"), and the Settling Parties' counsel, shall use their best efforts to effectuate this Agreement and its purpose, including cooperating in seeking any necessary court approvals, either amending the current complaint against LG and any of its alleged co-conspirators in the Superior Court of California, San Francisco Division, or amending the settlement complaint filed against Philips in case No. CGC -11-515786, filed May 11, 2012, in the Superior Court of California, County of San Francisco, captioned *The State of California et al. v. Chunghwa Picture Tubes, Ltd. et al.* (the "Philips Action") to

add LG solely for the purpose of effectuating this Agreement, and staying any litigation filed after the execution of this agreement, and shall jointly secure the prompt, complete, and final dismissal with prejudice of any settlement complaint filed as to the LG Releasees, but not as to any party that is not a LG Releasee. The Settling Parties agree to take whatever further steps, if any, may be reasonably necessary to effectuate the dismissal with prejudice of any complaint against LG.

10. The Settling Parties shall jointly seek any orders and final judgment necessary to effectuate this Agreement, the text of which orders and final judgment the Settling Parties shall agree upon. The terms of such orders and final judgment will include, at a minimum, the substance of the following provisions:

a. any complaint filed shall be dismissed with prejudice as to LG and the LG Releasees, and, except as provided for in this Agreement, without recovery of costs to any party to that complaint;

b. reserving exclusive jurisdiction over this settlement and this Agreement, including the administration and consummation of this settlement, to whichever court in which the Attorney General files a complaint against LG;

c. LG shall pay to the Attorney General, for the benefit of the State, a Settlement Fund amount of \$750,000 (U.S.) within thirty (30) business days of the Effective Date, which may be used for any of the following purposes, subject to applicable legal limitations:

1) Reimbursement of the State's attorneys' fees and litigation expenses;

2) Compensation for damages suffered by the State for, *inter alia*, harm to the general California economy caused by the Relevant Conduct otherwise known as deadweight loss, and damages/restitution for proprietary claims, including claims

relating to purchases of CRTs and CRT products by California government entities;

3) Damages/restitution for *parens patriae* claims involving overcharges to natural persons;

4) Civil penalties;

5) Deposit into an antitrust or consumer protection account (e.g., revolving account, trust account, special fund) for use in accordance with the laws governing such an account;

6) Antitrust or consumer protection enforcement by the Attorney General; and

7) Cost of notice, and settlement administration.

d. enjoining and restraining LG for a period of three years from the date of final approval of this Agreement, from engaging in price fixing, market allocation, and/or bid rigging relating to CRTs for incorporation into monitors or to other display screens incorporated into monitors, which constitute horizontal conduct that are *per se* violations of sections 16700 *et seq.* of the Cartwright Act;

e. requiring LG to certify that it has an antitrust compliance program and that it does not manufacture or sell CRTs. In the event that it manufactures or sells CRTs within three (3) years of the date of execution of this Agreement, it shall: (1) establish, if not already established, and maintain a program to provide relevant antitrust compliance education to their officers and employees with responsibility for pricing and sales of CRT's in and to the United States regarding the legal standards imposed by federal and state antitrust laws, and LG shall have ninety (90) days from final approval of this Agreement to establish this program if one has not already been established; and (2) for three (3) years from that date, on an annual basis, LG shall certify in writing to the Attorney General that it is fully compliant with the provisions of this paragraph by describing the nature of the program it has implemented or is maintaining pursuant to this subparagraph. The Attorney General is required to provide notice to LG that the certification is due thirty (30) days prior to the deadline for its submission. Nothing in this provision shall cause,

require or effect a waiver of any privileges otherwise applicable to the content or conduct of any antitrust compliance training;

f. LG shall provide cooperation to the Attorney General as described in paragraph 17 of this Agreement within a reasonable time frame from the Effective Date of this Agreement; and

g. certifying solely for purposes of this Agreement the Settlement Class of Government Entities.

11. This Agreement shall become final when (i) the Court has entered an order and final judgment that dismisses with prejudice all claims as to LG and all LG Releasees in the complaint against LG, and the settlement complaint in the Philips Action should the Attorney General amend that complaint to add LG, and (ii) the time for appeal or to seek permission to appeal has expired, or (iii) if appealed, approval of this Agreement and the order and final judgment dismissing with prejudice all claims in the complaint against LG, and the settlement complaint in the Philips Action should the Attorney General amend that complaint to add LG, have been affirmed in their entirety by the court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review. This Agreement shall be deemed executed as of the later date of signature by either party. As of the date of execution of this Agreement, the Settling Parties shall be bound by the terms of this Agreement and this Agreement shall not be rescinded except in accordance with paragraphs 27 or 28 of this Agreement.

12. Neither this Agreement (whether or not it should become final) nor the resulting final judgment, nor any and all negotiations, documents, and discussions associated with such negotiation, shall be deemed or construed to be an admission by, or form the basis of an estoppel argument by a third party against, LG or any of the LG Releasees; or evidence of any violation of any statute or law or of any liability or

wrongdoing whatsoever by LG or any of the LG Releasees; or of the truth of any of the claims or allegations contained in any complaint or any other pleading filed by the Attorney General in any action. Evidence thereof shall not be discoverable or used directly or indirectly, in any way, in any other action or proceeding. Neither this Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any action taken to carry out this Agreement by the Attorney General or LG shall be referred to, offered into evidence, or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to enforce this Agreement and solely for the purpose of enforcing this Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law. This provision shall not apply to cooperation or materials received by the Attorney General pursuant to paragraph 19 herein.

C. Release, Discharge, and Covenant Not to Sue.

13. In addition to the effect of any final judgment entered in accordance with this Agreement, upon this Agreement becoming final as set out in paragraph 11 of this Agreement, and in consideration of payment of the Settlement Fund as specified in paragraphs 7 and 18 through 26 of this Agreement, and for other valuable consideration, the LG Releasees are and shall be completely released, acquitted, and forever discharged to the fullest extent permitted by law from: (i) the claims, allegations and causes of action asserted in the complaint filed in the Action or in the Philips Action; and (ii) any and all claims, demands, judgments, actions, suits, or causes of action that Releasor ever had, now has, or hereafter can, shall, or may have on account of, or in any way arising out of or relating to, any act or omission of LG or

the LG Releasees (or any of them) or any other entity concerning the manufacture, supply, distribution, sale or pricing of CRTs and/or CRT Products up to the date of execution of this Agreement, including but not limited to any conduct alleged, and causes of action asserted or that could have been alleged or asserted, in complaints filed in the Action or the Philips Action, including those arising under any federal or state antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, unjust enrichment, contract, or trade practice law (the "Released Claims"). Releasor shall not, after the date of execution of this Agreement, sue or otherwise seek to establish liability against LG or any LG Releasee based, in whole or in part, upon any of the Released Claims or conduct at issue in the Released Claims.

14. In addition to the provisions of paragraph 13 of this Agreement, Releasor hereby expressly waives and releases, upon this Agreement becoming final, any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code which states:

CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. Each Releasor may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are the subject matter of the provisions of paragraph 13 of this Agreement. Each Releasor hereby expressly waives and fully, finally, and forever settles and

releases, upon this Agreement becoming final, any known or unknown, suspected or unsuspected, contingent or non-contingent claim with respect to the subject matter of the provisions of paragraph 13 of this Agreement, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

15. The release, discharge, and covenant not to sue set forth in paragraph 13 of this Agreement does not include claims by the Releasor other than the Released Claims, including without limitation any claims as to other time periods outside of the Relevant Period and/or Released Claims, such as those solely arising out of product liability, breach of warranty, or breach of contract claims in the ordinary course of business.
16. The Attorney General agrees and covenants that she will not challenge preliminary or final approval of any settlement by any LG Releasee with the indirect purchaser plaintiffs (the "IPPs"), the direct purchaser plaintiffs (the "DPPs"), or any individual action/opt-out plaintiffs (the "DAPs") in the MDL where that settlement was entered into before the execution of this Settlement Agreement, except that the Attorney General may weigh in on any proposal or decision in the MDL pertaining to the allocation or distribution of any settlements' funds, in an IPP, DAP or DPP settlement with any LG Releasee, to natural persons in California either directly or via *cy pres*. If requested by LG, the Attorney General will submit a statement that (1) this settlement releases those *parens patriae* claims of all natural persons in California, except for those persons who have validly and timely excluded themselves pursuant to California law; and (2) this settlement has substantial value, warranting the release of these *parens patriae* claims by the Attorney General. The Attorney

General shall take no position in any motion or opposition brought by LG in the MDL proceeding or elsewhere that is inconsistent with any of the agreements and covenants of this paragraph.

D. LG Cooperation.

17. LG agrees to cooperate with the Attorney General by:

- a. Providing a detailed proffer of facts known to LG that are relevant to the Released Claims, including, without limitation, documents, witnesses, meetings, communications, and events not covered by privilege or other protection available under applicable United States or foreign law, plus reasonable follow-up conversations including, but not limited to, identifying individuals such as current or former employees with potential knowledge relevant to the Released Claims;
- b. Producing to the Attorney General relevant documents (including previously-prepared English translations) relating to any evidence of collusive meetings among CRT makers (and/or their subsidiaries and/or employees);
- c. Making available up to four (4) appropriate current employees, including those located abroad by video conference or by such other means as the parties may agree to, for such interviews and affidavits as reasonably required by the Attorney General. Interviews shall be limited to a total of six (6) hours over one day per interview;
- d. Coordinating the production of any LG employee for purposes of depositions or interviews with any other plaintiffs in the MDL or related actions in order to avoid duplication to the extent reasonably possible. The Attorney General likewise agrees to coordinate in good faith with any other plaintiffs in the MDL or related actions in order to avoid such duplication;
- e. Upon request, providing the last known contact information for any potentially relevant former employees;
- f. Producing at trial in person, by deposition, or by affidavit, whichever is least burdensome but legally sufficient, to establish the status as business records, and/or authenticity of documents relating to LG's relevant sales;
- g. Meeting and conferring in good faith about making appropriate current employees available for deposition and/or trial according to a reasonable

schedule, including making available at a mutually agreed-upon time and place such key employees as are reasonably identified by the Attorney General. In meeting and conferring, the parties agree to consider, without limitation, whether the expected testimony of such employees duplicates the testimony of other witnesses in the case and/or whether the substance of the expected testimony is sufficiently established by documentary evidence;

h. The Attorney General shall maintain all statements made by LG as strictly confidential and it shall not use directly or indirectly the information so received for any purpose other than the prosecution of the Action. The parties and their counsel further agree that any statements made by LG's counsel in connection with and/or as part of this settlement, including the proffer referred to in this paragraph 19(a), shall be protected by Federal Rule of Evidence 408 and all similar provisions of state law, and shall in no event be discoverable by any person or treated as evidence of any kind, and;

i. If any document protected by the attorney-client privilege, attorney work product protection, joint defense or any other protection, privilege, or immunity is accidentally or inadvertently produced under this Paragraph, the document shall promptly be destroyed and/or returned to LG, and its production shall in no way be construed to have waived any privilege or protection attached to such document.

Any cooperation by LG pursuant to this paragraph 17 will be consistent with its continuing obligations to the United States Department of Justice; and such cooperation shall not be contingent upon the filing of actions against LG and/or any of its co-conspirators. In the event that this Agreement fails to receive final approval by the Court as contemplated in paragraph 10, or in the event that it is terminated by either party under any provision herein, the parties agree that the Attorney General (or the parties that she represents) shall not be permitted to introduce into evidence, at any hearing or trial, or in support of any motion, opposition or other pleading in the Action or the Phillips Action or in any other federal or state action alleging a violation of any antitrust or unfair competition law relating to the subject matter of the Released Claims,

the unsworn, oral or written, statements provided by the LG Releasees, their counsel, or any individual made available by the LG Releasees pursuant to the cooperation provisions of this paragraph 17, and no information, whether written or oral, sworn or unsworn, provided by LG Releasees pursuant to this paragraph, shall be deemed an admission of any LG Releasee. However, if this Agreement fails to receive final approval by the Court as contemplated in paragraph 10 herein or is terminated by either party under any provision herein, then the Attorney General may be permitted to offer into evidence any sworn statements, oral or written, whether made in a formal or informal setting, including deposition or trial, by any individual made available by the LG Releasees pursuant to the cooperation provisions of this paragraph 17.

E. Settlement Fund.

18. Subject to the provisions hereof, and in full, complete and final settlement of the complaint against LG, and the settlement complaint in the Philips Action should the Attorney General amend that complaint to add LG, LG shall pay into a Settlement Fund the amount of \$750,000 (U.S.) by wire transfer, within thirty (30) business days of the Effective Date of this Agreement. LG shall have no responsibility for, no right in, and no authority over, the allocation of the Settlement Fund as provided herein. The Settling Parties shall agree on escrow provisions applicable to the Settlement Fund. The Attorney General will provide wire instructions to LG within three (3) business days after the Effective Date of this Agreement.
19. LG agrees that any costs incurred by the Attorney General in providing any notice of the proposed settlement and in claims administration may be paid from the Settlement Fund. In the event notice or settlement administration costs are expended and the

settlement is not ultimately approved, those costs will be refunded to LG, only to the extent those costs exceed \$50,000 (U.S.). After this Agreement becomes final within the meaning of paragraph 10, all court ordered disbursements, including attorneys' fees and litigation costs, shall be made from the Settlement Fund.

20. Releasor shall look solely to the Settlement Fund for settlement and satisfaction of all Released Claims against LG Releasees, and shall have no other recovery against LG or any other LG Releasee.
21. The Attorney General shall be responsible for distribution of the Settlement Fund in accordance with California state law and related orders of the Court in which it has filed a complaint against LG or in which it amends its settlement complaint against Philips to add LG. In no event shall any LG Releasee have any responsibility, financial obligation, tax liability, or other liability whatsoever with respect to the distribution or administration of the Settlement Fund, including but not limited to the costs and expenses of such distribution and administration.
22. The LG Releasees shall not be liable for any costs, fees, or expenses of the State, or its attorneys, experts, advisers, agents, or representatives, but all such costs, fees, and expenses shall be paid out of the Settlement Fund.
23. After this Agreement becomes final within the meaning of paragraph 10, the Settlement Fund shall be distributed in accordance with plans for direct distributions, *cy pres*, or as otherwise permitted by law, all to be submitted at the appropriate time by the Attorney General and approved by the Court. Neither LG nor any other LG Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to, or shall file any opposition to, the proposed or

actual plan(s) for distribution of the Settlement Fund by the Attorney General and/or any other person or entity who may assert some claim to the Settlement Fund.

24. The Attorney General may in her sole discretion allocate the monies in the Settlement Fund for each category of damages/restitution (including damages/restitution for proprietary claims, such as claims relating to purchases of CRT's and CRT products by Government Entities, and damages/restitution for *parens patriae* claims, including deadweight loss), for civil penalties, and for expenses (including fees, litigation expenses, costs of notice, and settlement administration), except that the Attorney General shall not allocate an amount of that payment for damages/restitution claims of natural persons involving overcharges that is beyond that amount allocated for those damages/restitution claims by the Attorney General pursuant to the settlement agreement between the Attorney General and Koninklijke Philips Electronics N.V., a/k/a/ Royal Philips Electronics N.V.
25. The parties further understand and agree that the Attorney General shall avoid breaking out which portion of the total sum of \$750,000 (U.S.) in the Settlement Fund is to be allocated for which claims except as necessary to obtain Court approval of the settlement and distribution of these proceeds.
26. It is contemplated that the State's counsel may seek an attorneys' fees award and reimbursement of costs and expenses (including expert witness fees and expenses) in whole or in part from the Settlement Fund. The Attorney General reserves all rights

regarding the propriety of any request for or award of attorneys' fees or reimbursement of costs. LG shall take no position on any application for attorneys' fees or reimbursement of costs. Subject to the foregoing reservation of rights, and subject to Court approval, any amounts awarded or distributed by the Court to the Attorney General as a fee award and reimbursement of costs may be used for any of the following purposes, within the limits of applicable law:

- a. Reimbursement of attorneys' fees and expenses incurred in the investigation and prosecution of the action against LG;
- b. Deposit into a state antitrust or consumer protection account (e.g., revolving account, trust account) for use in accordance with the laws governing the account;
- c. Deposit into a fund exclusively dedicated to assisting the State of California to defray the costs of experts, economists and consultants in multistate antitrust investigations and litigations; or
- d. Antitrust or consumer protection enforcement by the Attorney General.

F. Rescission if this Agreement is Not Approved or Final Judgment is Not Entered.

27. If the Court refuses to approve this Agreement or any material part thereof, or if such approval is materially modified or set aside on appeal, or if the Court does not enter the final judgment provided for in paragraph 10 of this Agreement, or if the Court enters the final judgment and appellate review is sought, and on such review, such final judgment is not affirmed in its entirety, then LG and the Attorney General shall each, in its or her sole discretion, have the option to rescind this Agreement in its entirety. Written notice of the exercise of any such right to rescind shall be made by email and overnight courier and by filing a copy of such notice with the Court no later than the twentieth day from the day on which the Settling

Parties receive notice that the Agreement has not been approved in whole or in material part or that it has been reversed or modified in whole or in material part on appeal, or that final judgment has not been entered as provided for in paragraph 10 of this Agreement, or that the final judgment has not been affirmed in its entirety on appeal. A modification or reversal on appeal of any amount of the fees for counsel for the State shall not be deemed a modification of all or a part of the terms of this Agreement or such final judgment.

28. In the event that this Agreement does not become final, then this Agreement shall be of no force or effect (except for this paragraph 28 and paragraphs 12 and 17) and any and all parts of the Settlement Fund, including all interest earned on such accounts, shall be returned forthwith to LG less only disbursements of notice costs and/or claims administration expenses made in accordance with this Agreement in an amount not to exceed \$50,000. The Settling Parties expressly reserve all of their rights if this Agreement does not become final.
29. This Agreement shall be construed and interpreted to effectuate the intent of the Settling Parties, which is to provide, through this Agreement, for a complete resolution of the Released Claims with respect to each LG Releasee as provided in this Agreement.
30. The Settling Parties contemplate and agree that, prior to final approval of the Agreement as provided for in paragraph 10 of this Agreement, appropriate notice of this Agreement and the complaint that is filed against LG shall be given to the Settlement Class of Government Entities. The Class will further be notified that there will be a hearing at which the Court will consider the approval of this

Agreement, and that members of that Class may opt out of the Class under this Agreement.

G. Miscellaneous.

31. This Agreement does not settle or compromise any claim by the Attorney General against any defendant or alleged co-conspirator other than LG and LG Releasees. All rights against such other defendant or alleged co-conspirator are specifically reserved by the Attorney General. The Settling Parties intend that joint and several liability against defendants other than the LG Releasees shall include the volume of CRT sales of LG during the Relevant Period.
32. Neither this Agreement, nor any act performed or document executed pursuant to or in furtherance of this Agreement, is, or may be deemed to be, or may be used as an admission of or evidence of (i) the validity of any claim or defense, or (ii) the appropriateness or inappropriateness of any class or other representational capacity, whether contemporaneously with this Agreement or at any time in the future.
33. Except as otherwise set forth herein, this Agreement shall not affect whatever rights Releasor may have (i) to participate in or benefit from, where appropriate, any relief or other recovery as part of a settlement or judgment in any action on behalf of any direct or indirect purchasers of CRTs against any party named as a defendant, other than LG or any LG Releasee, in the MDL or in civil action No. CGC-11-515784, filed November 8, 2011, in the Superior Court of California, County of San Francisco, captioned *The State of California et al. v. Samsung SDI, Co. Ltd et al* or (ii) to assert any product liability, breach of warranty, breach of contract, or other claims in the ordinary course of business.

34. The Court in which the Attorney General has filed an action against LG and one or more of its co-conspirators, or in which the Attorney General amends the settlement complaint against Philips to add LG, shall retain jurisdiction 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 Settling Parties. 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.
35. This Agreement constitutes the entire, complete, and integrated agreement between the Settling Parties pertaining to the settlement with LG and the LG Releasees, and supersedes all prior and contemporaneous undertakings of the Settling Parties in connection herewith. This Agreement may not be modified or amended, except in writing executed by the Settling Parties and approved by the Court in which an action is filed against LG.
36. This Agreement may be executed in counterparts by the Attorney General and LG or its counsel, and an email or facsimile signature shall be deemed an original signature for purposes of executing this Agreement.
37. Neither the Attorney General nor LG shall be considered to be the drafters of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafters of this Agreement.
38. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience only and do not constitute part of this Agreement.

39. Where this Agreement requires either Settling Party to provide notice or any other communication or document to the other, such notice shall be in writing, and such notice, communication, or document shall be provided by email, facsimile or letter by overnight delivery to the undersigned counsel of record for the party to whom notice is being provided.
40. Each Settling Party and their counsel agree to do anything reasonably necessary to effectuate the performance of, and uphold the validity and enforceability of, this Agreement.
41. 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.
42. LG agrees that any persons signing this Settlement Agreement on its behalf is authorized by LG to do so.
43. LG hereby waives any and all of its rights:
- (a) to appeal any order or final judgment arising out of and consistent with the terms of this Agreement; and
 - (b) unless this Agreement does not become final within the meaning of paragraph 10, to remove to federal court any complaint or amendment of a complaint filed in state court to plead a Settlement Class of Government Entities against it under jurisdiction that includes, but is not limited to, the Class Action Fairness Act of 2005 ("CAFA").

Dated:

9/4/14

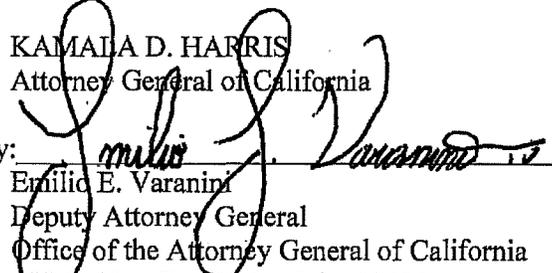
Hojdon Hwang by WDT
Hojdon Hwang
Munger, Tolles & Olson LLP

23320646.3

560 Mission Street, 27th Floor
San Francisco, CA 94105
Tel: (415) 512-4009
Email: Hojoon.Hwang@mto.com
Attorney for LG Electronics, Inc.

KAMAILA D. HARRIS
Attorney General of California

Dated: 9/3/2014

By: 
Emilio E. Varanini
Deputy Attorney General
Office of the Attorney General of California
455 Golden Gate Ave., Suite 11000
San Francisco, CA 94102
Tel: (415) 703-5908
Fax: (415) 703-5480
Email: Emilio.Varanini@doj.ca.gov
Attorneys for State of California *et al.*

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

THE PEOPLE OF THE STATE OF CALIFORNIA, et al.,

Plaintiffs,

v.

SAMSUNG SDI, CO., LTD., et al.,

Defendants.

Case No. CGC -11-515784

EXHIBIT B TO [PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENTS WITH LG, PANASONIC, HITACHI, TOSHIBA AND SAMSUNG, CERTIFICATION OF THE CLASS OF GOVERNMENT ENTITIES, DISMISSAL OF PARENS PATRIAE CLAIMS, AWARDS TO NAMED GOVERNMENT ENTITIES, AND AWARD OF ATTORNEY'S FEES AND COSTS

Date: September 27, 2016
Time: 9:00 a.m.
Dept: 303
Judge: Curtis E.A. Karnow

Action Filed: November 8, 2011

AMENDMENT TO SETTLEMENT AGREEMENT BETWEEN
THE STATE OF CALIFORNIA, ET AL.
AND LG ELECTRONICS, INC.

This Amendment to the Settlement Agreement dated September 4, 2014 (the "Amendment") is made and entered into by and between LG Electronics, Inc. ("LG"), on the one hand, and the Attorney General of California, on behalf of the State of California and its state agencies, and in her capacity as *parens patriae* on behalf of all natural persons resident in California at any time during the Relevant Period (collectively, the "State"), and its political subdivisions (including the Class of Government Entities as defined below) by and through the City and County of San Francisco, acting as a representative for the Class of Government Entities (the "City"), on the other hand.

WHEREAS the State and LG entered into a Settlement Agreement on September 4, 2014 (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 LG, respectively;

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

WHEREAS, the State and LG want to 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:

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.

The highlighted term below is inserted into the defined term "Settling Parties" as set forth on the first line of Section B.11, as follows:

The Attorney General, the City, on behalf of the Class of Government Entities, and LG (the "Settling Parties")

Section G.36 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 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 LG, the

State and the City hereby adopt all provisions of the original Agreement as amended by this Amendment.

Section G.38 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.

Section G.43 is replaced as follows:

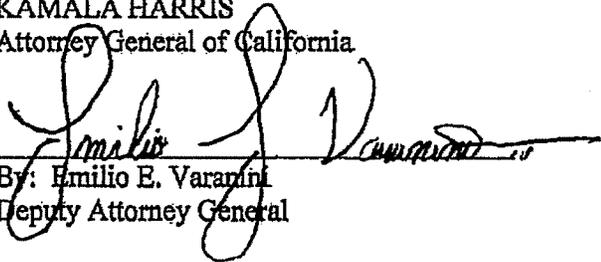
Each of the undersigned attorneys or representatives of the Settling Parties represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement on behalf of the Settling Parties he or she represents, subject to Court approval.

New Section G.46 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 Class of Government Entities, as instructed by the Court. In particular, the composition of the Class of Government Entities in the original Agreement is not modified by this Amendment.

KAMALA HARRIS
Attorney General of California

Dated: 9/10/2014


By: Emilio E. Varasini
Deputy Attorney General

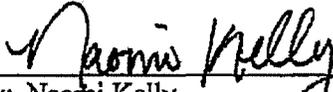
Dated: 9/19/2014

LG ELECTRONICS, INC.


By: Ojoom Kwom
LG Electronics, Inc.

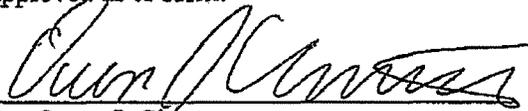
CITY AND COUNTY OF SAN FRANCISCO

Dated: 9/10/2014


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

Approved as to form:

Dated: 9/10/2014


By: Owen J. Clements
Chief of Special Litigation
San Francisco City Attorney's Office

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

THE PEOPLE OF THE STATE OF CALIFORNIA, et al.,

Plaintiffs,

v.

SAMSUNG SDI, CO., LTD., et al.,

Defendants.

Case No. CGC -11-515784

EXHIBIT C TO [PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENTS WITH LG, PANASONIC, HITACHI, TOSHIBA AND SAMSUNG, CERTIFICATION OF THE CLASS OF GOVERNMENT ENTITIES, DISMISSAL OF *PARENS PATRIAE* CLAIMS, AWARDS TO NAMED GOVERNMENT ENTITIES, AND AWARD OF ATTORNEY'S FEES AND COSTS

Date: September 27, 2016
Time: 9:00 a.m.
Dept: 303
Judge: Curtis E.A. Karnow

Action Filed: November 8, 2011

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into by and between Panasonic Releasees, as defined below, on the one hand, and the Attorney General of California (“Attorney General”), on behalf of the State of California and its state agencies, its political subdivisions and public agencies (including the Settlement Class of Government Entities as defined below), and in her capacity as *parens patriae* on behalf of all natural persons resident in California at any time during the Relevant Period as defined below (collectively, the “State”), on the other hand. The Panasonic Releasees and the Attorney General are collectively referred to as the Settling Parties.

WHEREAS, the Attorney General alleges that the Panasonic Releasees participated in an unlawful conspiracy to raise, fix, maintain, or stabilize the price of Cathode Ray Tubes (“CRTs”) at artificially high levels, and to restrict output of CRTs in violation of the California Cartwright Act, the California Unfair Competition Law, and/or the doctrine of unjust enrichment; and

WHEREAS, the Attorney General has filed a case, No. CGC-11-515784, filed November 8, 2011, in the Superior Court of California, County of San Francisco, captioned *The State of California et al. v. Samsung SDI, Co. Ltd, et al.* (“the Action”), in which she has alleged that the Panasonic Releasees and other companies participated in an unlawful price fixing conspiracy of CRTs and believes her claims against the Panasonic Releasees are valid, but nevertheless believes that resolving her claims against the Panasonic Releasees according to the terms set forth below at this point in time in her case are in the best interest of the State in materially advancing that case and prosecuting claims against other companies participating in this conspiracy; and

WHEREAS, the Panasonic Releasees, despite the belief that it is not liable for any claims arising from allegations that it participated in an unlawful price fixing conspiracy of CRTs, and that it has good defenses thereto, has nevertheless agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to obtain the releases, orders, and judgment contemplated by this Agreement, and to put to rest with finality all claims that have been or could have been asserted against the Panasonic Releasees based on the allegations in the Attorney General's November 8, 2011 complaint against the Panasonic Releasees and its other co-conspirators in the Action.

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is agreed by and among the undersigned that the relevant claims be settled, compromised, and dismissed on the merits with prejudice as to the Panasonic Releasees and, except as hereinafter provided, without costs as to the Attorney General, Panasonic, and Panasonic Releasees, subject to the approval of the Court, on the following terms and conditions, and incorporating the preceding clauses:

A. Definitions.

1. "Panasonic" refers to Panasonic Corporation f/k/a Matsushita Electric Industrial Co., Ltd. ("MEI"); Panasonic Corporation of North America ("Panasonic NA"); Panasonic Consumer Electronic Co. ("PCEC"); Matsushita Electronics Corporation (Malaysia) Sdn. Bhd. ("Matsushita Malaysia"); and MT Picture Display Co., Ltd. f/k/a Matsushita-Toshiba Picture Display Co., Ltd. ("MTPD"). Setting aside MTPD, the term "Panasonic" does not refer to any Toshiba-affiliated entity that has been sued by the Attorney General in Case No. CGC-11-515784 or to Toshiba Corporation's liability for the acts of, or its interests in, MTPD. The

release in this Agreement does not extend to Toshiba Corporation insofar as Toshiba Corporation is sued for acts of MTPD or Toshiba Corporation's interest in MTPD.

2. "Panasonic Releasees" refers to Panasonic and to all of its past and present, direct and indirect, parents, subsidiaries, and/or affiliates; the predecessors, successors, and assigns of any of the above; and each and all of their present and former principals, partners, officers, directors, supervisors, employees, agents, representatives, insurers, attorneys, heirs, executors, administrators, and assigns. "Panasonic Releasees" includes Beijing Matsushita Color CRT Co., Ltd. ("BMCC"), which is specifically included as a Panasonic Releasee because of Panasonic's former ownership interest in BMCC. BMCC, PCEC and Matsushita Malaysia are named in the Attorney General's November 8, 2011 complaint and covered by the release, but they will have no obligation to cooperate unless expressly specified below.

3. "Government Entities" refers to all political subdivisions and public agencies in California (i.e., counties, cities, K-12 school districts, and public utilities), plus the University of California and the State Bar of California, that have purchased CRTs and/or products containing CRTs ("CRT Products") during the Relevant Period. Excluded from this definition are all state agencies that either constitute an arm of the State of California under the Eleventh Amendment of the U.S. Constitution or are not otherwise treated under California law as being autonomous from the State of California itself.

4. "Settlement Class of Government Entities" refers to all political subdivisions and public agencies in California (i.e., counties, cities, K-12 school districts, and public utilities), plus the University of California and the State Bar of California, that have purchased CRTs and/or CRT Products during the Relevant Period. Excluded from this definition are all state agencies that either constitute an arm of the State of California under the Eleventh Amendment

of the U.S. Constitution or are not otherwise treated under California law as being autonomous from the State of California itself.

5. The “MDL” refers to the Multidistrict Litigation entitled In re Cathode Ray Tube (CRT) Antitrust Litigation, Master File No. 3:07-cv-5944 SC, MDL No. 1917, which includes direct and indirect purchaser class actions, and related actions, currently pending in the United States District Court for the Northern District of California.

6. “Releasor” refers to (1) the State of California in its own behalf and on behalf of all state agencies that constitute an arm of the State of California; (2) the State and/or Attorney General acting as *parens patriae* on behalf of all natural persons resident in California at any time during the Relevant Period; and (3) the Settlement Class of Government Entities.

7. “Relevant Conduct” refers to the Panasonic Releasees’ alleged participation in an unlawful conspiracy to raise, fix, maintain, or stabilize the price of CRTs at artificially high levels and maintain the quantities of CRTs at artificially low levels during the Relevant Period.

8. “Relevant Period” refers to the period beginning March 1, 1995, and continuing through November 25, 2007.

9. The “Settlement Fund” refers to the \$1,100,000 payment to be made by Panasonic within sixty (60) business days of the Effective Date as defined below.

10. “Effective Date” is the date upon which the Attorney General, Panasonic, and BMCC, through the undersigned counsel, sign this Agreement.

B. Approval of this Agreement and Dismissal of Claims Against Panasonic.

11. The Attorney General, Panasonic, BMCC, and their counsel, shall use their best efforts to effectuate this Agreement and its purpose, including cooperating in seeking any necessary court approvals, either filing a settlement complaint in the current Action against the

Panasonic Releasees or amending the current complaint against Philips and Chunghwa in case No. CGC-11-515786, filed May 11, 2012, in the Superior Court of California, County of San Francisco, captioned *The State of California et al. v. Chunghwa Picture Tubes, Ltd. et al.* (the “Philips Action”) to add the Panasonic Releasees solely for the purpose of effectuating this Agreement, and staying any litigation filed after the execution of this Agreement, and shall jointly secure the prompt, complete, and final dismissal with prejudice of any settlement complaint filed or amended as to the Panasonic Releasees, but not as to any party that is not a Panasonic Releasee. The Settling Parties agree to take whatever further steps, if any, may be reasonably necessary to effectuate the dismissal with prejudice of any complaint against Panasonic Releasees. BMCC agrees to personal jurisdiction solely for purposes of entering into and obtaining Court approval of the Agreement and for no other purpose.

12. The Settling Parties shall jointly seek any orders and final judgment necessary to effectuate this Agreement, the text of which the Settling Parties shall agree upon. The terms of such orders and final judgment will include, at a minimum, the substance of the following provisions:

- a. Any complaint filed shall be dismissed with prejudice as to the Panasonic Releasees, and, except as provided for in this Agreement, without recovery of costs to any party to that complaint;
- b. The Attorney General reserves exclusive jurisdiction over this settlement and this Agreement, including the administration and consummation of this settlement, to whichever court in which the Attorney General files a settlement complaint against the Panasonic Releasees, if any, or amends the settlement complaint in the Philips Action to add the Panasonic Releasees;
- c. Panasonic shall pay to the Attorney General, for the benefit of the State, a Settlement Fund amount of \$1,100,000 (U.S.) within sixty (60) business days of the Effective Date, which may be used for any of the following purposes, subject to applicable legal limitations:

- 1) reimbursement of the State's attorneys' fees and litigation expenses;
- 2) compensation for damages suffered by the State for, *inter alia*, harm to the general California economy caused by the Relevant Conduct otherwise known as deadweight loss, and damages/restitution for proprietary claims, including claims relating to purchases of CRTs and CRT Products by California government entities;
- 3) damages/restitution for *parens patriae* claims involving overcharges to natural persons;
- 4) civil penalties due to Panasonic and BMCC's alleged involvement in the conspiracy;
- 5) deposit into an antitrust or consumer protection account (e.g., revolving account, trust account, special fund) for use in accordance with the laws governing such an account;
- 6) antitrust or consumer protection enforcement by the Attorney General; and
- 7) cost of notice, and settlement administration.

d. MTPD shall be enjoined and restrained for a period of three (3) years from the date of final approval of this Agreement, from engaging in price fixing, market allocation, and/or bid rigging relating to CRTs for incorporation into monitors or to other display screens incorporated into monitors, which constitute horizontal conduct that are per se violations of sections 16700 et seq. of the Cartwright Act;

e. Panasonic Corporation and Panasonic NA shall be required to certify that they have an antitrust compliance program and that they do not manufacture or sell CRTs. In the event that they manufacture or sell CRTs within three (3) years of the date of execution of this Agreement, they shall: (1) establish, if not already established, and maintain a program to provide relevant antitrust compliance education to their officers and employees with responsibility for pricing and sales of CRTs in and to the United States regarding the legal standards imposed by federal and state antitrust laws, and Panasonic Corporation and Panasonic NA shall have ninety (90) days from re-entering the CRT business to establish this program if one has not already been established; and (2) for three (3) years from that date, on an annual basis, Panasonic Corporation and Panasonic NA shall certify in writing to the Attorney General that they are fully compliant with the provisions of this paragraph by

describing the nature of the program they have implemented or are maintaining pursuant to this sub-paragraph. The Attorney General is required to provide notice to counsel for Panasonic Corporation and Panasonic NA that the certification is due thirty (30) days prior to the deadline for its submission. Nothing in this provision shall cause, require or effect a waiver of any privileges otherwise applicable to the content or conduct of any antitrust compliance training;

f. Panasonic shall continue to provide cooperation to the Attorney General as described in paragraph 19 of this Agreement; and

g. The Settlement Class of Government Entities shall be certified solely for purposes of this Agreement.

13. This Agreement shall become final when (i) the Court has entered an order and final judgment that dismisses with prejudice all claims as to Panasonic and all Panasonic Releasees in the complaint filed against the Panasonic Releasees in the Action, and any settlement complaint filed against Panasonic and the Panasonic Releasees, including in the Philips Action should the Attorney General amend that complaint to add the Panasonic Releasees, and (ii) the time for appeal or to seek permission to appeal has expired, or (iii) if appealed, approval of this Agreement and the order and final judgment dismissing with prejudice all claims in the complaint against the Panasonic Releasees, have been affirmed in their entirety by the court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review. This Agreement shall be deemed executed as of the later date of signature by either party. As of the date of execution of this Agreement, the Settling Parties shall be bound by the terms of this Agreement and this Agreement shall not be rescinded except in accordance with paragraphs 30 of this Agreement.

14. Neither this Agreement (whether or not it should become final) nor the resulting final judgment, nor any and all negotiations, documents, and discussions associated with such negotiation, shall be deemed or construed to be an admission by, or form the basis of an estoppel

argument by a third party against, Panasonic or any of the Panasonic Releasees; or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by Panasonic or any of the Panasonic Releasees; or evidence of the truth of any of the claims or allegations contained in any complaint or any other pleading filed by the Attorney General in any action. Evidence thereof shall not be discoverable or used directly or indirectly, in any way, in any other action or proceeding. Neither this Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any action taken to carry out this Agreement by the Attorney General or the Panasonic Releasees shall be referred to, offered into evidence, or received into evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to enforce this Agreement and solely for the purpose of enforcing this Agreement, or to defend against the assertion of Released Claims as defined below, or as otherwise required by law. This provision shall not apply to cooperation or materials received by the Attorney General pursuant to paragraph 19 herein.

C. Release, Discharge, and Covenant Not to Sue.

15. In addition to the effect of any final judgment entered in accordance with this Agreement, upon this Agreement becoming final as set out in paragraph 13 of this Agreement, and in consideration of payment of the Settlement Fund as specified in paragraphs 9 and 22 through 29 of this Agreement, and for other valuable consideration, the Panasonic Releasees are and shall be completely released, acquitted, and forever discharged to the fullest extent permitted by law from: (i) the claims, allegations and causes of action asserted in the complaint filed in the Action, and (ii) any and all claims, demands, judgments, actions, suits, or causes of action that Releasor ever had, now has, or hereafter can, shall, or may have on account of, or in any way arising out of or relating to, any act or omission of Panasonic or the Panasonic Releasees (or any

of them) or any other entity concerning the manufacture, supply, distribution, sale or pricing of CRTs and/or CRT Products up to the date of execution of this Agreement, including but not limited to any conduct alleged, and causes of action whether known or unknown that are asserted or that could have been alleged or asserted in complaints filed in the Action or the Philips Action, including those arising under any federal or state antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, unjust enrichment, contract, or trade practice law (the "Released Claims"). Releasor shall not, after the date of execution of this Agreement, sue or otherwise seek to establish liability against Panasonic or any Panasonic Releasee based, in whole or in part, upon any of the Released Claims or conduct at issue in the Released Claims.

16. In addition to the provisions of paragraph 15 of this Agreement, Releasor hereby expressly waives and releases, upon this Agreement becoming final, any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code which states:

CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. Each Releasor may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are the subject matter of the provisions of paragraph 15 of this Agreement. Each Releasor hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming final, any known or unknown, suspected or unsuspected, contingent or non-contingent claim with respect to the subject matter of the

provisions of paragraph 15 of this Agreement, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

17. The release, discharge, and covenant not to sue set forth in paragraph 15 of this Agreement does not include claims by the Releasor other than the Released Claims, including without limitation those solely arising out of product liability, breach of warranty, or breach of contract claims in the ordinary course of business.

18. The Attorney General agrees and covenants that she will not challenge preliminary or final approval of any settlement by any Panasonic Releasee with the indirect purchaser plaintiffs (the "IPPs"), the direct purchaser plaintiffs (the "DPPs"), or any individual action/opt-out plaintiff (the "DAPs") in the MDL where that settlement was entered into before the execution of this Agreement, except that the Attorney General may weigh in on any proposal or decision in the MDL pertaining to the allocation or distribution of any settlement funds, from an IPP, DAP or DPP settlement with any Panasonic Releasee, to natural persons in California either directly or via *cy pres*.

The Settling Parties agree, however, that the exercise of *parens patriae* authority under California Business & Professions Code Section 16760 *et seq.* does not, in this Agreement, operate to release or supplant the indirect purchaser class claims in the parallel federal proceeding, MDL No. 1917, Case No. 3:07-cv-05944-SC *In re Cathode Ray Tube (CRT) Antitrust Litigation*, nor does it bar Californian natural persons from obtaining relief as a member of the indirect purchaser class in that proceeding. However, this Agreement shall not be interpreted to preclude any offset required by the court in the MDL under applicable legal principles in the event that any total recovery by Californian natural persons between that proceeding and this settlement should exceed their total damages.

D. Panasonic Cooperation.

19. Panasonic agrees to cooperate with the Attorney General by:

- a. Undertaking the best efforts to make up to four (4) deposed individuals who are Panasonic employees at the time the testimony is requested available for trial according to a reasonable schedule and to make one appropriate not-yet-deposed individual who is a Panasonic employee at the time the testimony is requested available for deposition and the Settling Parties agree to consider, without limitation, whether the expected testimony of such employees duplicates the testimony of other witnesses in the case and/or whether the substance of the expected testimony is sufficiently established by documentary evidence;
- b. Producing at trial in person, by deposition, or by affidavit, whichever is least burdensome but legally sufficient, testimony to establish the status of Panasonic documents as business records, and/or authenticity of Panasonic documents relating to Panasonic's relevant sales, to the extent there is a good faith basis to do so;
- c. Providing a declaration from Panasonic to the Attorney General that may be submitted by the Attorney General to the Japanese Fair Trade Commission ("JFTC") stating that Panasonic has no objection to the JFTC's release of copies of any MTPD expense reports related to CRTs in the JFTC's possession that the JFTC seized from MTPD to the Attorney General and provide reasonably necessary assistance in the release of the expense reports;
- d. Providing copies of statements made to the JFTC by individuals of Chunghwa in connection with the JFTC's investigation of the alleged CRT price-fixing conspiracy that are in the possession of Panasonic;
- e. Providing a declaration from counsel for BMCC on behalf of BMCC regarding the companies to whom BMCC sold CRTs that shipped to the United States and Mexico; and
- f. Suspending all discovery by or against the Panasonic Releasees as to claims asserted by the Attorney General.

Any cooperation by Panasonic pursuant to this paragraph 19 will be consistent with its continuing obligations to the United States Department of Justice, if any; and such cooperation shall not be contingent upon the filing of actions against Panasonic and/or any of its co-conspirators. In the event that this Agreement fails to receive final approval by the Court as contemplated in paragraph 13, or in the event that it is terminated by either Settling Party under any provision herein, the Settling Parties agree that the Attorney General (or the parties that she

represents) shall not use any information and materials made available by the Panasonic Releasees under the cooperation provisions of this Agreement for any purpose, nor shall such information and materials be deemed an admission by the Panasonic Releasees or be admissible into evidence in any forum. However, if this Agreement fails to receive final approval by the Court as contemplated in paragraph 13 herein or is terminated by either party under any provision herein, then the Attorney General may be permitted to offer into evidence any sworn statements, oral or written, whether made in a formal or informal setting, including deposition or trial, by any individual made available by the Panasonic Releasees pursuant to the cooperation provisions of this paragraph 19. Unless this Agreement is rescinded, disapproved, or otherwise fails to take effect, the Panasonic Releasees' obligation to provide cooperation under this Agreement shall continue only until otherwise ordered by the Court, or the date that final judgment has been entered in any action brought by the Attorney General concerning price-fixing, allocating markets, bid-rigging, or any other forms of anti-competitive conduct in the manufacture, sale, or distribution of CRTs.

20. The Attorney General shall maintain all statements made by the Panasonic Releasees as strictly confidential and it shall not use directly or indirectly the information so received for any purpose other than the prosecution of the Action. The parties and their counsel further agree that any statements made by Panasonic's counsel and/or BMCC's counsel in connection with and/or as part of this settlement shall be protected by Federal Rule of Evidence 408 and all similar provisions of state law, and shall in no event be discoverable by any person or treated as evidence of any kind.

21. If any document protected by the attorney-client privilege, attorney work product protection, joint defense or any other protection, privilege, or immunity is accidentally or

inadvertently produced, the document shall promptly be destroyed and/or returned to Panasonic, and its production shall in no way be construed to have waived any privilege or protection attached to such document.

E. Settlement Fund.

22. Subject to the provisions hereof, and in full, complete and final settlement of the complaint against the Panasonic Releasees, Panasonic shall pay into a Settlement Fund the amount of \$1,100,000 (U.S.) by wire transfer, within sixty (60) business days of the Effective Date of this Agreement. Panasonic shall have no responsibility for, no right in, and no authority over, the allocation of the Settlement Fund as provided herein. The Settling Parties shall agree on escrow provisions applicable to the Settlement Fund. The Attorney General will provide wire instructions to Panasonic within three (3) business days after the Effective Date of this Agreement.

23. Panasonic agrees that any costs incurred by the Attorney General in providing any notice of the proposed settlement and in claims administration may be paid from the Settlement Fund. In the event the Agreement is not ultimately approved, the Attorney General need not refund to Panasonic any expenditures that the Attorney General has made for notice costs and/or claims administration up to \$100,000. Any expenditures made by the Attorney General for notice costs and/or claims administration that exceed \$100,000 shall be refunded to Panasonic. After this Agreement becomes final within the meaning of paragraph 13, all court ordered disbursements, including attorneys' fees and litigation costs, shall be made from the Settlement Fund.

24. Releasor shall look solely to the Settlement Fund for settlement and satisfaction of all Released Claims against Panasonic Releasees, and shall have no other recovery against Panasonic or any other Panasonic Releasee.

25. The Attorney General shall be responsible for distribution of the Settlement Fund in accordance with California state law and related orders of the Court in which it has filed a complaint against any of the Panasonic Releasees. In no event shall any Panasonic Releasee have any responsibility, financial obligation, tax liability, or other liability whatsoever with respect to the distribution or administration of the Settlement Fund, including but not limited to the costs and expenses of such distribution and administration.

26. The Panasonic Releasees shall not be liable for any costs, fees, or expenses of the State, or its attorneys, experts, advisers, agents, or representatives, but all such costs, fees, and expenses shall be paid out of the Settlement Fund.

27. After this Agreement becomes final within the meaning of paragraph 13, the Settlement Fund shall be distributed in accordance with plans for direct distributions, *cy pres*, or as otherwise permitted by law, all to be submitted at the appropriate time by the Attorney General and approved by the Court. Neither Panasonic nor any other Panasonic Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to, or shall file any opposition to, the proposed or actual plan(s) for distribution of the Settlement Fund by the Attorney General and/or any other person or entity who may assert some claim to the Settlement Fund.

28. The Attorney General may in her sole discretion allocate the monies in the Settlement Fund for each category of damages/restitution (including damages/restitution for proprietary claims, such as claims relating to purchases of CRTs and CRT Products by

Government Entities, and damages/restitution for *parens patriae* claims, including deadweight loss), for civil penalties, and for expenses (including fees, litigation expenses, costs of notice, and settlement administration).

29. It is contemplated that the State's counsel may seek an attorneys' fees award and reimbursement of costs and expenses (including expert witness fees and expenses) in whole or in part from the Settlement Fund. The Attorney General reserves all rights regarding the propriety of any request for or award of attorneys' fees or reimbursement of costs. The Panasonic Releasees shall take no position on any application for attorneys' fees or reimbursement of costs. Subject to the foregoing reservation of rights, and subject to Court approval, any amounts awarded or distributed by the Court to the Attorney General as a fee award and reimbursement of costs may be used for any of the following purposes, within the limits of applicable law:

- a. Reimbursement of attorneys' fees and expenses incurred in the investigation and prosecution of the action against Panasonic;
- b. Deposit into a state antitrust or consumer protection account (e.g., revolving account, trust account) for use in accordance with the laws governing the account;
- c. Deposit into a fund exclusively dedicated to assisting the State of California to defray the costs of experts, economists and consultants in multistate antitrust investigations and litigations; or
- d. Antitrust or consumer protection enforcement by the Attorney General.
- F. Rescission if this Agreement is Not Approved or Final Judgment is Not Entered.

30. If the Court refuses to approve this Agreement or any material part thereof, or if such approval is materially modified or set aside on appeal, or if the Court does not enter the final judgment as provided for in paragraph 13 of this Agreement, or if the Court enters the final judgment and appellate review is sought, and on such review, such final judgment is not affirmed in its entirety, then Panasonic and the Attorney General shall each, in its or her sole discretion,

have the option to rescind this Agreement in its entirety. Written notice of the exercise of any such right to rescind shall be made by email and overnight courier and by filing a copy of such notice with the Court no later than the twentieth (20) day from the day on which the Settling Parties receive notice that the Agreement has not been approved in whole or in material part or that it has been reversed or modified in whole or in material part on appeal, or that final judgment has not been entered as provided for in paragraph 13 of this Agreement, or that the final judgment has not been affirmed in its entirety on appeal. A modification or reversal on appeal of any amount of the fees for counsel for the State shall not be deemed a modification of all or a part of the terms of this Agreement or such final judgment.

31. In the event that this Agreement does not become final, then this Agreement shall be of no force or effect and any and all parts of the Settlement Fund, including all interest earned on such accounts, shall be returned forthwith to Panasonic except only that the Attorney General need not refund to Panasonic any expenditures that the Attorney General has made for notice costs and/or claims administration up to \$100,000. Any expenditures made by the Attorney General for notice costs and/or claims administration that exceed \$100,000 shall be refunded to Panasonic. The Settling Parties expressly reserve all of their rights if this Agreement does not become final.

32. This Agreement shall be construed and interpreted to effectuate the intent of the Settling Parties, which is to provide, through this Agreement, for a complete resolution of the Released Claims with respect to each Panasonic Releasee as provided in this Agreement.

33. The Settling Parties contemplate and agree that, prior to final approval of the Agreement as provided for in paragraph 13 of this Agreement, appropriate notice of this Agreement and the complaint that is filed against Panasonic in the Action shall be given to the

Settlement Class of Government Entities. The Settlement Class of Government Entities will further be notified that there will be a hearing at which the Court will consider the approval of this Agreement, and that members of that Settlement Class of Government Entities may opt out of the Class under this Agreement.

G. Miscellaneous.

34. This Agreement does not settle or compromise any claim by the Attorney General against any defendant or alleged co-conspirator other than Panasonic and the Panasonic Releasees. All rights against such other defendant or alleged co-conspirator are specifically preserved by the Attorney General. Panasonic and the Panasonic Releasees will not object to Panasonic's sales and the sales of BMCC remaining in the case for purposes of holding any other defendant liable for any price-fixing activities involving CRTs. Aside from MTPD, the Settling Parties further agree that the release in this Agreement does not extend to Toshiba-affiliated entities that were sued by the Attorney General insofar as those Toshiba entities were sued for acts committed by MTPD or the interest of any of those entities in MTPD.

35. Neither this Agreement, nor any act performed or document executed pursuant to or in furtherance of this Agreement, is, or may be deemed to be, or may be used as an admission of or evidence of (i) the validity of any claim or defense, or (ii) the appropriateness or inappropriateness of any class or other representational capacity, whether contemporaneously with this Agreement or at any time in the future.

36. Except as otherwise set forth herein, this Agreement shall not affect whatever rights Releasor may have (i) to participate in or benefit from, where appropriate, any relief or other recovery as part of a settlement or judgment in any action on behalf of any direct or indirect purchasers of CRTs against any party named as a defendant, other than Panasonic or any

Panasonic Releasee, in the MDL or in civil action No. CGC-11-515784, filed November 8, 2011, in the Superior Court of California, County of San Francisco, captioned *The State of California et al. v. Samsung SDI, Co. Ltd et al.* or (ii) to assert any product liability, breach of warranty, breach of contract, or other claims in the ordinary course of business.

37. The Court in which the Attorney General has filed an action against Panasonic and one or more of its co-conspirators shall retain jurisdiction 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 Settling Parties. 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.

38. This Agreement constitutes the entire, complete, and integrated agreement between the Settling Parties pertaining to the settlement with Panasonic and the Panasonic Releasees, and supersedes all prior and contemporaneous undertakings of the Settling Parties in connection therewith. This Agreement may not be modified or amended, except in writing executed by the Settling Parties and approved by the Court in which the Attorney General has filed an action against Panasonic.

39. This Agreement may be executed in counterparts by the Attorney General, Panasonic, BMCC, or its counsel, and an email or facsimile signature shall be deemed an original signature for purposes of executing this Agreement.

40. Neither the Attorney General nor any Panasonic Releasee shall be considered to be the drafters of this Agreement or of any of its provisions for the purpose of any statute, case

law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafters of this Agreement.

41. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience only and do not constitute part of this Agreement.

42. Where this Agreement requires either Settling Party to provide notice or any other communication or document to the other, such notice shall be in writing, and such notice, communication, or document shall be provided by email, facsimile or letter by overnight delivery to the undersigned counsel of record for the party to whom notice is being provided.

43. Each Settling Party and their counsel agree to do anything reasonably necessary to effectuate the performance of, and uphold the validity and enforceability of, this Agreement.

44. 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 Party he or she represents, subject to Court approval.

45. Panasonic agrees that any persons signing this Agreement on its behalf is authorized by Panasonic to do so.

46. Panasonic hereby waives any and all of its rights:

(a) to appeal any order or final judgment that is both arising out of and consistent with the terms of this Agreement; and

(b) unless this Agreement does not become final within the meaning of paragraph 13, to remove to federal court any complaint or amendment of a complaint filed in state court to plead a Settlement Class of Government Entities against it under jurisdiction that includes, but is not limited to, the Class Action Fairness Act of 2005 ("CAFA").

Dated: 11-11-2014

Jeffrey Kessler Inmond
Jeffrey L. Kessler
Winston & Strawn LLP
200 Park Avenue
New York, NY 10166-4193
Tel: (212) 294-4698
Email: jkessler@winston.com
Attorney for Panasonic

Dated: 2/1/2014

Richard Snyder
Richard Snyder
Freshfields Bruckhaus Deringer
707 Pennsylvania Avenue NW, Suite 600
Washington, D.C. 20004
Tel: (202) 777-4500
Email: Richard.Snyder@freshfields.com
Attorney for BMCC

KAMALA D. HARRIS
Attorney General of California

Dated: 12/23/2014

By: Emilio E. Varanini
Emilio E. Varanini
Deputy Attorney General
Office of the Attorney General of California
455 Golden Gate Ave., Suite 11000
San Francisco, CA 94102
Tel: (415) 703-5908
Fax: (415) 703-5480
Email: Emilio.Varanini@doj.ca.gov
Attorney for State of California *et al.*

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

THE PEOPLE OF THE STATE OF CALIFORNIA, et al.,

Plaintiffs,

v.

SAMSUNG SDI, CO., LTD., et al.,

Defendants.

Case No. CGC -11-515784

EXHIBIT D TO [PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENTS WITH LG, PANASONIC, HITACHI, TOSHIBA AND SAMSUNG, CERTIFICATION OF THE CLASS OF GOVERNMENT ENTITIES, DISMISSAL OF *PARENS PATRIAE* CLAIMS, AWARDS TO NAMED GOVERNMENT ENTITIES, AND AWARD OF ATTORNEY'S FEES AND COSTS

Date: September 27, 2016
Time: 9:00 a.m.
Dept: 303
Judge: Curtis E.A. Karnow

Action Filed: November 8, 2011

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

This Amendment to the Settlement Agreement dated (_____) (the “Amendment”) is made and entered into by and between the Panasonic Releasees (as defined in the Agreement (as defined below)) , 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 (as defined in the Agreement) (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 Panasonic Releasees entered into a Settlement Agreement on (_____) (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, Panasonic (as defined in the Agreement), and Beijing Matsushita Color CRT Co., Ltd. (“BMCC”);

WHEREAS, the State, Panasonic, and BMCC want California Code of Civil Procedure section 664.6 to apply to the Agreement; and

WHEREAS, the State, Panasonic, and BMCC want to 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 38 of the Agreement, with all other provisions within the Agreement, including the Effective Date (as defined in the Agreement), continuing in full force and effect, subject all to the approval of the Court (as defined below), on the following terms and conditions, and incorporating the preceding clauses:

In the event the Court so requires, Section A.4 definition of "Settlement Class 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 CRT Products (as defined in the Agreement) 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.

The highlighted term below is inserted into the defined term "Settling Parties" as set forth in the first paragraph of the Agreement, as follows:

The Panasonic Releasees, the Attorney General, and the City, on behalf of the Settlement Class of Government Entities are collectively referred to as the Settling Parties.

Section G.37 is replaced as follows:

The Superior Court of California, County of San Francisco (the "Court"), shall retain jurisdiction over the Action pursuant to Code of Civil Procedure 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, the Panasonic Releasees, the State, and the City adopt all provisions of the original Agreement as amended here.

Section G.39 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.

Section G.44 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.

New Section G.47 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 clarifies 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: _____

By: Emilio E. Varanini
Deputy Attorney General

The Panasonic Releasees (excluding BMCC):

Dated: December 9, 2014

Shinichi Miyoshi
By: (Panasonic Executive)
Panasonic Corporation

BMCC:

Dated: _____

By: (BMCC Executive)
BMCC

CITY AND COUNTY OF SAN FRANCISCO

Dated: _____

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

KAMALA D. HARRIS
Attorney General of California

Dated: _____

By: Emilio E. Varanini
Deputy Attorney General

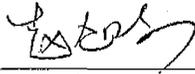
The Panasonic Releasees (excluding BMCC):

Dated: _____

By: (Panasonic Authorized Signatory Name)
Panasonic Corporation

BMCC:

Dated: 2014. 12. 18.


By: Xudong ZHAO
BMCC

CITY AND COUNTY OF SAN FRANCISCO

Dated: _____

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

KAMALA D. HARRIS
Attorney General of California

Dated: _____

By: Emilio E. Varanini
Deputy Attorney General

The Panasonic Releasees (excluding BMCC):

Dated: 11.11.2014

Jeff Kessler / mm
Jeffrey L. Kessler
Winston & Strawn LLP
200 Park Avenue
New York, NY 10166-4193
Tel: (212) 294-4698
Email: jkessler@winston.com
Attorney for the Panasonic Releasees (excluding
BMCC)

BMCC;

Dated: _____

Richard Snyder
Freshfields Bruckhaus Deringer
701 Pennsylvania Avenue NW, Suite 600
Washington, D.C. 20004
Tel: (202) 777-4500
Email: Richard.Snyder@freshfields.com
Attorney for BMCC

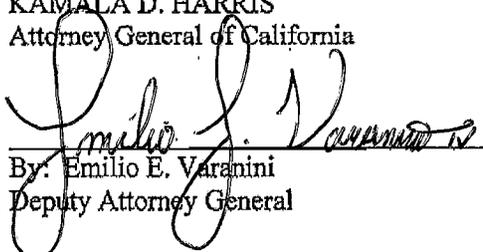
CITY AND COUNTY OF SAN FRANCISCO

Dated: 11/14/14

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

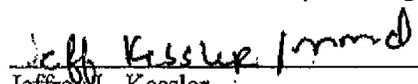
KAMALA D. HARRIS
Attorney General of California

Dated: 12-23-14


By: Emilio E. Varanini
Deputy Attorney General

The Panasonic Releasees (excluding BMCC):

Dated: 11-11-2014


Jeffrey L. Kessler
Winston & Strawn LLP
200 Park Avenue
New York, NY 10166-4193
Tel: (212) 294-4698
Email: jkessler@winston.com
Attorney for the Panasonic Releasees (excluding
BMCC)

BMCC:

Dated: 12-1-2014


Richard Snyder
Freshfields Bruckhaus Deringer
701 Pennsylvania Avenue NW, Suite 600
Washington, D.C. 20004
Tel: (202) 777-4500
Email: Richard.Snyder@freshfields.com
Attorney for BMCC

CITY AND COUNTY OF SAN FRANCISCO

Dated: _____

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

THE PEOPLE OF THE STATE OF CALIFORNIA, et al.,

Plaintiffs,

v.

SAMSUNG SDI, CO., LTD., et al.,

Defendants.

Case No. CGC -11-515784

EXHIBIT E TO [PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENTS WITH LG, PANASONIC, HITACHI, TOSHIBA AND SAMSUNG, CERTIFICATION OF THE CLASS OF GOVERNMENT ENTITIES, DISMISSAL OF *PARENS PATRIAE* CLAIMS, AWARDS TO NAMED GOVERNMENT ENTITIES, AND AWARD OF ATTORNEY'S FEES AND COSTS

Date: September 27, 2016
Time: 9:00 a.m.
Dept: 303
Judge: Curtis E.A. Karnow

Action Filed: November 8, 2011

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into by and between the Hitachi defendants (“Hitachi”)¹, including Hitachi, Ltd.; Hitachi Displays, Ltd. (now part of Japan Display Inc.), Japan Display Inc (“JDI”), Hitachi Electronic Devices (USA), Inc., Hitachi America, Ltd.; and Hitachi Asia, Ltd., on the one hand, and the Attorney General of California (“Attorney General”), on behalf of the State of California and its state agencies, its political subdivisions and public agencies (including the Class of Government Entities as defined below), and in her capacity as *parens patriae* on behalf of all natural persons resident in California at any time during the Relevant Period as defined below (collectively, the “State”), on the other hand.

WHEREAS, the Attorney General alleges that Hitachi participated in an unlawful conspiracy to raise, fix, maintain, or stabilize the price of Cathode Ray Tubes (“CRTs”) at artificially high levels, and to restrict output of CRTs in violation of the California Cartwright Act, the California Unfair Competition Law, and/or the doctrine of unjust enrichment; and

WHEREAS, the Attorney General has filed a case, No. CGC-11-515784, filed November 8, 2011, in the Superior Court of California, County of San Francisco, captioned *The State of California et al. v. Samsung SDI, Co. Ltd, et al.* (“the Action”), in which she has alleged that Hitachi and other companies participated in an unlawful price fixing conspiracy of CRTs and believes her claims against Hitachi are valid, but nevertheless believes that resolving her claims against Hitachi according to the terms set forth below at this point in time in her case are in the best interest of the State in materially advancing that case and prosecuting claims against other companies participating in this conspiracy; and

WHEREAS, Hitachi denies that validity of the Attorney General’s claims against Hitachi and denies liability, injury, and/or damages to the Attorney General, but, despite its belief that it is not liable for any claim arising from allegations that it participated in an unlawful price fixing conspiracy of CRTs, Hitachi has nevertheless agreed to enter into this Agreement to avoid

¹ The term “Hitachi” as used herein does not refer to Shenzhen SEG Hitachi Color Display Devices, Ltd.

further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to obtain the releases, orders, and judgment contemplated by this Agreement, and to put to rest with finality all claims that have been or could have been asserted against Hitachi Releasees, as defined below, based on the allegations in the complaint against Hitachi and its alleged other co-conspirators in the Action.

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is agreed by and among the undersigned that the relevant claims be settled, compromised, and dismissed on the merits with prejudice as to Hitachi Releasees and, except as hereinafter provided, without costs as to the Attorney General, Hitachi, and Hitachi Releasees, subject to the approval of the Court, on the following terms and conditions, and incorporating the preceding clauses:

A. Definitions

1. "Hitachi Releasees" refers to Hitachi Ltd.; Hitachi Displays, Ltd. (JDI); JDI; Hitachi Electronic Devices (USA), Inc.; Hitachi America, Ltd.; and Hitachi Asia, Ltd. and to all of their past and present, direct and indirect, parents, subsidiaries, and/or affiliates; the predecessors, successors, and assigns of any of the above; and each and all of their present and former principals, partners, officers, directors, supervisors, employees, agents, representatives, insurers, attorneys, heirs, executors, administrators, and assigns. The term Hitachi Releasees does not refer to Toshiba Corporation, nor (aside from JDI) to any Toshiba-affiliated entity that has been sued by the Attorney General in Case No. CGC-11-515784. The release in this Agreement does not extend to Toshiba Corporation regardless of the incorporation of any aspect of Toshiba Corporation's, or any Toshiba-affiliated entity's, business manufacturing displays or display screens into JDI.
2. "Government Entities" refers to all political subdivisions and public agencies in California (*i.e.*, counties, cities, K-12 school districts, and utilities), plus the University of California and the State Bar of California, that have purchased CRTs

- and/or CRT products during the Relevant Period. Excluded from this definition are all state agencies that either constitute an arm of the State of California under the Eleventh Amendment of the U.S. Constitution or are not otherwise treated under California law as being autonomous from the State of California itself.
3. “Settlement Class of Government Entities” refers to all political subdivisions and public agencies in California (*i.e.*, counties, cities, K-12 school districts, and utilities), plus the University of California and the State Bar of California, that have purchased CRTs and/or CRT products during the Relevant Period. Excluded from this definition are all state agencies that either constitute an arm of the State of California under the Eleventh Amendment of the U.S. Constitution or are not otherwise treated under California law as being autonomous from the State of California itself.
 4. The “MDL” refers to the Multidistrict Litigation entitled *In re Cathode Ray Tube (CRT) Antitrust Litigation*, Master File No. 3:07-cv-5944 SC, MDL No. 1917, which includes direct and indirect purchaser class actions, and related actions, currently pending in the United States District Court for the Northern District of California.
 5. “Releasor” refers to (1) the State of California in its own behalf and on behalf of all state agencies that constitute an arm of the State of California; (2) the Attorney General acting as *parens patriae* on behalf of all natural persons resident in California at any time during the Relevant Period; and (3) the Settlement Class of Government Entities.
 6. “Relevant Period” refers to the period beginning March 1, 1995, and continuing through November 25, 2007.
 7. The “Settlement Fund” refers to the \$600,000.00 (U.S.) payment, plus \$25,000 (U.S.) in payment for notice costs, to be made by JDI within thirty (30) business days of the Effective Date.

8. "Effective Date" is the date upon which the Attorney General and Hitachi, through the undersigned counsel, have signed this Agreement.

B. Approval of this Agreement and Dismissal of Claims Against Hitachi

9. The Attorney General and Hitachi (the "Settling Parties"), and the Settling Parties' counsel, shall use their best efforts to effectuate this Agreement and its purpose, including cooperating in seeking any necessary court approvals, either amending the current complaint against Hitachi and any of its alleged co-conspirators in the Superior Court of California, San Francisco Division, or amending the settlement complaint filed against Philips in case No. CGC -11-515786, filed May 11, 2012, in the Superior Court of California, County of San Francisco, captioned *The State of California et al. v. Chunghwa Picture Tubes, Ltd. et al.* (the "Philips Action") to add Hitachi solely for the purpose of effectuating this Agreement, and staying any litigation filed after the execution of this agreement, and shall jointly secure the prompt, complete, and final dismissal with prejudice of any settlement complaint filed as to the Hitachi Releasees, but not as to any party that is not a Hitachi Releasee. The Settling Parties agree to take whatever further steps, if any, may be reasonably necessary to effectuate the dismissal with prejudice of any complaint against Hitachi.

10. The Settling Parties shall jointly seek any orders and final judgment necessary to effectuate this Agreement, the text of which orders and final judgment the Settling Parties shall agree upon. The terms of such orders and final judgment will include, at a minimum, the substance of the following provisions:

a. any complaint filed shall be dismissed with prejudice as to Hitachi and the Hitachi Releasees, and, except as provided for in this Agreement, without recovery of costs to any party to that complaint;

b. reserving exclusive jurisdiction over this settlement and this Agreement, including the administration and consummation of this settlement, to whichever court in which the Attorney General files a complaint against Hitachi;

c. JDI shall pay to the Attorney General, for the benefit of the State, a Settlement Fund amount of \$600,000 (U.S.), plus \$25,000 (U.S.) in payment for notice costs, within thirty (30) business days of the Effective Date. The payment includes all fees, litigation expenses, and cost of notice and of settlement administration. The payment may be used for any of the following purposes, subject to applicable legal limitations:

1) Reimbursement of the State's attorneys' fees and litigation expenses;

2) Compensation for damages suffered by the State for, *inter alia*, harm to the general California economy caused by the Relevant Conduct otherwise known as deadweight loss, and damages/restitution for proprietary claims, including claims relating to purchases of CRTs and CRT products by California government entities;

3) Damages/restitution for *parens patriae* claims involving overcharges to natural persons;

4) The Settling Parties understand and agree that this payment includes monies for alleged damages/restitution for proprietary claims (including claims relating to purchases of CRTs and CRT products by California government entities), and for alleged damages/restitution for *parens patriae* claims, including deadweight loss. While the Attorney General agrees to release

Hitachi from any claim for civil penalties as part of this Agreement, the Attorney General finds for purposes of any allocation of these settlement funds that it would not be appropriate to assess civil penalties against Hitachi given the alleged facts regarding Hitachi's alleged involvement in the conspiracy;

5) Deposit into an antitrust or consumer protection account (*e.g.*, revolving account, trust account, special fund) for use in accordance with the laws governing such an account;

6) Antitrust or consumer protection enforcement by the Attorney General;

7) Insofar as the Attorney General's proprietary claims are concerned, the Attorney General may release those claims by requesting that the state court agree to the certification of the same settlement class of state and local government entities as that requested by the Attorney General regarding her settlement agreement with Koninklijke Philips Electronics N.V., a.k.a. Royal Philips Electronics N.V.; and

8) Cost of notice, and settlement administration. The Attorney General shall not allocate any sum of money to notice costs beyond the \$25,000 specifically designated for those costs. Should the Attorney General expend less than \$25,000 in notice costs, the Attorney General shall refund JDI the difference. In the event notice or settlement administration costs are expended and settlement not ultimately approved, those costs, including any notice costs expended as part of the \$25,000 specifically allocated for those costs, will not be refunded to JDI;

d. JDI shall be enjoined and restrained for a period of three years from the date of final approval of this Agreement, from engaging in price-fixing, market allocation, and/or bid rigging, relating to flat panel displays, which constitute horizontal conduct that are per se violations of sections 16700 et seq. of the Cartwright Act;

e. JDI shall be required to certify that it has an antitrust compliance program that provides relevant antitrust compliance education to its officers and employees with responsibility for pricing and sales of flat panel displays in and to the United States regarding the legal standards imposed by U.S. federal and state antitrust laws. JDI shall have ninety (90) days from final approval of this Agreement to establish this program if one has not already been established. For three (3) years, on an annual basis, JDI shall certify in writing to the Attorney General that it is fully compliant with the provisions of this paragraph by describing the nature of the program it maintains pursuant to this sub-paragraph. The Attorney General is required to provide JDI notice that the certification is due thirty (30) days prior to the deadline for its submission. Nothing in this provision shall cause, require or effect a waiver of any privileges otherwise applicable to the content or conduct of any antitrust compliance training;

f. Hitachi shall provide cooperation to the Attorney General as described in paragraph 17 of this Agreement within a reasonable time frame from the Effective Date of this Agreement; and

g. certifying solely for purposes of this Agreement the Settlement Class of Government Entities.

11. This Agreement shall become final when (i) the Court has entered an order and final judgment that dismisses with prejudice all claims as to Hitachi and all Hitachi Releasees in the complaint against Hitachi, and the settlement complaint in the Philips Action should the Attorney General amend that complaint to add Hitachi, and (ii) the time for appeal or to seek permission to appeal has expired, or (iii) if appealed, approval of this Agreement and the order and final judgment dismissing with prejudice all claims in the complaint against Hitachi, and the settlement complaint in the Philips Action should the Attorney General amend that complaint to add Hitachi, have been affirmed in their entirety by the court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review. This Agreement shall be deemed executed as of the later date of signature by either party. As of the date of execution of this Agreement, the Settling Parties shall be bound by the terms of this Agreement and this Agreement shall not be rescinded except in accordance with paragraphs 27 or 28 of this Agreement.

12. Neither this Agreement (whether or not it should become final) nor the resulting final judgment, nor any and all negotiations, documents, and discussions associated with such negotiation, shall be deemed or construed to be an admission by, or form the basis of an estoppel argument by a third party against, Hitachi or any of the Hitachi Releasees; or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by Hitachi or any of the Hitachi Releasees; or of the truth of any of the claims or allegations contained in any complaint or any other pleading filed by the Attorney General in any action. Evidence thereof shall not be discoverable or used directly or indirectly, in any way, in any other action or proceeding. Neither this Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any action taken to carry out this Agreement by

the Attorney General or Hitachi shall be referred to, offered into evidence, or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to enforce this Agreement and solely for the purpose of enforcing this Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law. This provision shall not apply to cooperation or materials received by the Attorney General pursuant to paragraph 17 herein.

C. Release, Discharge, and Covenant Not to Sue

13. In addition to the effect of any final judgment entered in accordance with this Agreement, upon this Agreement becoming final as set out in paragraph 11 of this Agreement, and in consideration of payment of the Settlement Fund as specified in paragraphs 7 and 18 through 26 of this Agreement, and for other valuable consideration, the Hitachi Releasees are and shall be completely released, acquitted, and forever discharged to the fullest extent permitted by law from: (i) the claims, allegations and causes of action asserted in the complaint filed in the Action or in the Philips Action; and (ii) any and all claims, demands, judgments, actions, suits, or causes of action that Releasor ever had, now has, or hereafter can, shall, or may have on account of, or in any way arising out of or relating to, any act or omission of Hitachi or the Hitachi Releasees (or any of them) or any other entity concerning the manufacture, supply, distribution, sale or pricing of CRTs and/or CRT Products up to the date of execution of this Agreement, including but not limited to any conduct alleged, and causes of action asserted or that could have been alleged or asserted, in complaints filed in the Action or the Philips Action, including those arising under any federal or state antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, unjust enrichment, contract, or trade practice law (the "Released Claims"). This release shall extend to JDI. Releasor shall not, after the date of execution of this Agreement, sue or otherwise seek to establish liability against

Hitachi or any Hitachi Releasee based, in whole or in part, upon any of the Released Claims or conduct at issue in the Released Claims.

14. In addition to the provisions of paragraph 13 of this Agreement, Releasor hereby expressly waives and releases, upon this Agreement becoming final, any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code which states:

CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. Each Releasor may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are the subject matter of the provisions of paragraph 13 of this Agreement. Each Releasor hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming final, any known or unknown, suspected or unsuspected, contingent or non-contingent claim with respect to the subject matter of the provisions of paragraph 13 of this Agreement, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

15. The release, discharge, and covenant not to sue set forth in paragraph 13 of this Agreement does not include claims by the Releasor other than the Released Claims, including without limitation any claims as to other time periods outside of the Relevant Period and/or Released Claims, such as those solely arising out of product

liability, breach of warranty, or breach of contract claims in the ordinary course of business.

16. The Attorney General agrees and covenants that she will not challenge preliminary or final approval of any settlement by any Hitachi Releasee with the indirect purchaser plaintiffs (the “IPPs”), the direct purchaser plaintiffs (the “DPPs”), or any individual action/opt-out plaintiffs (the “DAPs”) in the MDL where that settlement was entered into before the execution of this Agreement, except that the Attorney General may weigh in on any proposal or decision in the MDL pertaining to the allocation or distribution of any settlements’ funds, in an IPP, DAP, or DPP settlement with any Hitachi Releasee, to natural persons in California either directly or via *cypres*. If requested by Hitachi, the Attorney General will submit a statement that (1) this settlement releases those *parens patriae* claims of all natural persons in California, except for those persons who have validly and timely excluded themselves pursuant to California law; and (2) this settlement has substantial value, warranting the release of these *parens patriae* claims by the Attorney General. The Attorney General will take the position that the exercise of *parens patriae* authority under California Business & Professions Code Section 16760 et seq. does not operate to release or supplant the indirect purchaser class claims in the parallel federal proceeding, MDL No. 1917, Case No. 3:07-cv-05944-SC *In re Cathode Ray Tube (CRT) Antitrust Litigation*, insofar as there is a certified class of indirect purchasers encompassing Californian natural persons in that proceeding, although an offset may be imposed. Nothing in this Agreement shall be construed to suggest that Hitachi agrees with the Attorney General’s statement or to prohibit Hitachi from taking a contrary position before any tribunal.

D. Hitachi Cooperation

17. Hitachi agrees to cooperate with the Attorney General by:

- a. Producing at trial in person, by deposition, or by affidavit, whichever is least burdensome but legally sufficient, to establish the status of Hitachi documents as business records, and/or authenticity of Hitachi documents, including documents relating to Hitachi's relevant sales;
- b. Undertaking best efforts to make appropriate deposed Hitachi employees available for trial according to a reasonable schedule and appropriate current Hitachi not-yet deposed employees available for deposition. The parties agree to meet and confer in good faith regarding making these employees available for deposition or for trial. In making these employees available, the parties agree to consider, without limitation, whether the expected testimony of such employees duplicates the testimony of other witnesses in the case and/or whether the substance of the expected testimony is sufficiently established by documentary evidence; and
- c. The Attorney General shall maintain all statements made by Hitachi pursuant to these cooperation provisions as strictly confidential; and that it shall not use directly or indirectly the information so received for any purpose other than the prosecution of the Action. The parties and their counsel further agree that any statements made by Hitachi's counsel in connection with and/or as part of this settlement shall be protected by Federal Rule of Evidence 408 and all similar provisions of state law, and shall in no event be discoverable by any person or treated as evidence of any kind;
- d. If any document protected by the attorney-client privilege, attorney work product protection, joint defense or any other protection, privilege, or immunity is accidentally or inadvertently produced under this Paragraph, the document shall promptly be destroyed and/or returned to Hitachi, and its production shall in no way be construed to have waived any privilege or protection attached to such document.

Such cooperation shall not be contingent upon the filing of actions against Hitachi and/or any of its co-conspirators. The cooperation does not include employees or documents that are currently employed by or in the possession of JDI and were not formerly employed by or in the possession of Hitachi Displays.

18. In the event that this Agreement fails to receive final approval by the Court as contemplated in paragraph 10, or in the event that it is terminated by either party under any provision herein, the parties agree that the Attorney General (or the parties that she represents) shall not be permitted to introduce into evidence, at any hearing or trial, or in support of any motion, opposition, or other pleading in the Action or the Phillips Action or in any other federal or state action alleging a violation of any antitrust or unfair competition law relating to the subject matter of the Released Claims, the unsworn, oral or written, statements provided by the Hitachi Releasees, their counsel, or any individual made available by the Hitachi Releasees pursuant to the cooperation provisions of paragraph 17, and no information, whether written or oral, sworn or unsworn, provided by Hitachi Releasees pursuant to this paragraph, shall be deemed an admission of any Hitachi Releasee. However, if this Agreement fails to receive final approval by the Court as contemplated in paragraph 11 herein or is terminated by either party under any provision herein, then the Attorney General may be permitted to offer into evidence any sworn statements, oral or written, whether made in a formal or informal setting, including deposition or trial, by any individual made available by the Hitachi Releasees pursuant to the cooperation provisions of this paragraph 17.

E. Settlement Fund.

19. Subject to the provisions hereof, and in full, complete and final settlement of the complaint against Hitachi, and the settlement complaint in the Philips Action should the Attorney General amend that complaint to add Hitachi, JDI shall pay into a Settlement Fund the amount of \$600,000 (U.S.), plus \$25,000 (U.S.) in payment for

- notice costs, by wire transfer, within thirty (30) business days of the Effective Date of this Agreement. Hitachi shall have no responsibility for, no right in, and no authority over, the allocation of the Settlement Fund as provided herein. The Settling Parties shall agree on escrow provisions applicable to the Settlement Fund. The Attorney General will provide wire instructions to Hitachi within three (3) business days after the Effective Date of this Agreement.
20. Hitachi agrees that any costs incurred by the Attorney General in providing any notice of the proposed settlement may be paid from the \$25,000 sum designated for that purpose. In the event notice or settlement administration costs are expended and the settlement is not ultimately approved, those costs will not be refunded to JDI. After this Agreement becomes final within the meaning of paragraph 10, all court ordered disbursements, including attorneys' fees and litigation costs, shall be made from the Settlement Fund.
21. Releasor shall look solely to the Settlement Fund for settlement and satisfaction of all Released Claims against Hitachi Releasees, and shall have no other recovery against Hitachi or any other Hitachi Releasee.
22. The Attorney General shall be responsible for distribution of the Settlement Fund in accordance with California state law and related orders of the Court in which it has filed a complaint against Hitachi or in which it amends its settlement complaint against Philips to add Hitachi. In no event shall any Hitachi Releasee have any responsibility, financial obligation, tax liability, or other liability whatsoever with respect to the distribution or administration of the Settlement Fund, including but not limited to the costs and expenses of such distribution and administration.
23. The Hitachi Releasees shall not be liable for any costs, fees, or expenses of the State, or its attorneys, experts, advisers, agents, or representatives, but all such costs, fees, and expenses shall be paid out of the Settlement Fund.

24. After this Agreement becomes final within the meaning of paragraph 10, the Settlement Fund shall be distributed in accordance with plans for direct distributions, *cy pres*, or as otherwise permitted by law, all to be submitted at the appropriate time by the Attorney General and approved by the Court. Neither Hitachi nor any other Hitachi Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to, or shall file any opposition to, the proposed or actual plan(s) for distribution of the Settlement Fund by the Attorney General and/or any other person or entity who may assert some claim to the Settlement Fund.
25. The Attorney General may in her sole discretion allocate the monies in the Settlement Fund for each category of damages/restoration (including damages/restoration for proprietary claims, such as claims relating to purchases of CRTs and CRT products by Government Entities, and damages/restoration for *parens patriae* claims, including deadweight loss), and for expenses (including fees, litigation expenses, costs of notice, and settlement administration). While the Attorney General agrees to release Hitachi from any claims for civil penalties, the Attorney General finds for purposes of allocation of any settlement funds that it is not appropriate to assess civil penalties against Hitachi given the alleged facts regarding Hitachi's involvement in the CRT conspiracy.
26. The Settling Parties further understand and agree that the Attorney General shall avoid breaking out which portion of the total sum of \$600,000 (U.S.) in the Settlement Fund is to be allocated for which claims except as necessary to obtain Court approval of the settlement and distribution of these proceeds.
27. It is contemplated that the State's counsel may seek an attorneys' fees award and reimbursement of costs and expenses (including expert witness fees and expenses) in whole or in part from the Settlement Fund. The Attorney General reserves all rights regarding the propriety of any request for or award of attorneys' fees or reimbursement of costs. Neither Hitachi nor any Hitachi Releasee shall take any

position on any application for attorneys' fees or reimbursement of costs. Subject to the foregoing reservation of rights, and subject to Court approval, any amounts awarded or distributed by the Court to the Attorney General as a fee award and reimbursement of costs may be used for any of the following purposes, within the limits of applicable law:

- a. Reimbursement of attorneys' fees and expenses incurred in the investigation and prosecution of the action against Hitachi;
- b. Deposit into a state antitrust or consumer protection account (*e.g.*, revolving account, trust account) for use in accordance with the laws governing the account;
- c. Deposit into a fund exclusively dedicated to assisting the State of California to defray the costs of experts, economists and consultants in multistate antitrust investigations and litigations; or
- d. Antitrust or consumer protection enforcement by the Attorney General.

F. Rescission if this Agreement is Not Approved or Final Judgment is Not Entered.

27. If the Court refuses to approve this Agreement or any material part thereof, or if such approval is materially modified or set aside on appeal, or if the Court does not enter the final judgment provided for in paragraph 10 of this Agreement, or if the Court enters the final judgment and appellate review is sought, and on such review, such final judgment is not affirmed in its entirety, then Hitachi and the Attorney General shall each, in its or her sole discretion, have the option to rescind this Agreement in its entirety. Written notice of the exercise of any such right to rescind shall be made by email and overnight courier and by filing a copy of such notice with the Court no later than the twentieth day from the day on which the Settling Parties receive notice that the Agreement has not been approved in whole or in material part or that it has been reversed or modified in whole or in material part on appeal, or that final judgment has not been entered as provided for in paragraph 10

of this Agreement, or that the final judgment has not been affirmed in its entirety on appeal. A modification or reversal on appeal of any amount of the fees for counsel for the State shall not be deemed a modification of all or a part of the terms of this Agreement or such final judgment.

28. In the event that this Agreement does not become final, then this Agreement shall be of no force or effect (except for this paragraph 28 and paragraphs 12 and 18) and any and all parts of the Settlement Fund, including all interest earned on such accounts, shall be returned forthwith to JDI less only disbursements of notice costs and/or claims administration expenses made in accordance with this Agreement. The Settling Parties expressly reserve all of their rights if this Agreement does not become final.
29. This Agreement shall be construed and interpreted to effectuate the intent of the Settling Parties, which is to provide, through this Agreement, for a complete resolution of the Released Claims with respect to each Hitachi Releasee as provided in this Agreement.
30. The Settling Parties contemplate and agree that, prior to final approval of the Agreement as provided for in paragraph 10 of this Agreement, appropriate notice of this Agreement and the complaint that is filed against Hitachi shall be given to the Settlement Class of Government Entities. The Class will further be notified that there will be a hearing at which the Court will consider the approval of this Agreement, and that members of that Class may opt out of the Class under this Agreement.

G. Miscellaneous.

31. This Agreement does not settle or compromise any claim by the Attorney General against any defendant or alleged co-conspirator other than Hitachi and Hitachi Releasees. All rights against such other defendant or alleged co-conspirator are specifically reserved by the Attorney General. Nothing in this Agreement shall be

construed to preclude the Attorney General from asserting that joint and several liability against defendants other than the Hitachi Releasees shall continue to include the volume of CRT sales of Hitachi during the Relevant Period notwithstanding this Agreement and Hitachi shall not contest such an assertion from being made. Hitachi shall not object to Hitachi's sales remaining in the case for the purpose of holding any other Defendant liable for any price-fixing activities involving CRTs. The Settling Parties further agree that the Release in this Agreement does not extend to Toshiba or any Toshiba-affiliated entity other than JDI.

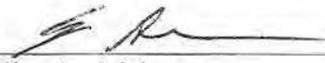
32. Neither this Agreement, nor any act performed or document executed pursuant to or in furtherance of this Agreement, is, or may be deemed to be, or may be used as an admission of or evidence of (i) the validity of any claim or defense, or (ii) the appropriateness or inappropriateness of any class or other representational capacity, whether contemporaneously with this Agreement or at any time in the future.
33. Except as otherwise set forth herein, this Agreement shall not affect whatever rights Releasor may have (i) to participate in or benefit from, where appropriate, any relief or other recovery as part of a settlement or judgment in any action on behalf of any direct or indirect purchasers of CRTs against any party named as a defendant, other than Hitachi or any Hitachi Releasee, in the MDL or in civil action No. CGC-11-515784, filed November 8, 2011, in the Superior Court of California, County of San Francisco, captioned *The State of California et al. v. Samsung SDI, Co. Ltd et al* or (ii) to assert any product liability, breach of warranty, breach of contract, or other claims in the ordinary course of business.
34. The Court in which the Attorney General has filed an action against Hitachi and one or more of its co-conspirators, or in which the Attorney General amends the settlement complaint against Philips to add Hitachi, shall retain jurisdiction 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 Settling Parties. 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.

35. This Agreement constitutes the entire, complete, and integrated agreement between the Settling Parties pertaining to the settlement with Hitachi and the Hitachi Releasees, and supersedes all prior and contemporaneous undertakings of the Settling Parties in connection herewith. This Agreement may not be modified or amended, except in writing executed by the Settling Parties and approved by the Court in which an action is filed against Hitachi.
36. This Agreement may be executed in counterparts by the Attorney General and Hitachi or its counsel, and an email or facsimile signature shall be deemed an original signature for purposes of executing this Agreement.
37. Neither the Attorney General nor Hitachi shall be considered to be the drafters of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafters of this Agreement.
38. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience only and do not constitute part of this Agreement.
39. Where this Agreement requires either Settling Party to provide notice or any other communication or document to the other, such notice shall be in writing, and such notice, communication, or document shall be provided by email, facsimile or letter by overnight delivery to the undersigned counsel of record for the party to whom notice is being provided.

40. Each Settling Party and their counsel agree to do anything reasonably necessary to effectuate the performance of, and uphold the validity and enforceability of, this Agreement.
41. 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.
42. Hitachi agrees that any persons signing this Agreement on its behalf is authorized by Hitachi to do so.
43. Hitachi waives any and all of its rights:
 - (a) to appeal any order or final judgment that is both arising out of and consistent with the terms of this Agreement; and
 - (b) unless this Agreement does not become final within the meaning of paragraph 10, to remove to federal court any complaint or amendment of a complaint filed in state court to plead a Settlement Class of Government Entities against it under jurisdiction that includes, but is not limited to, the Class Action Fairness Act of 2005 (“CAFA”).

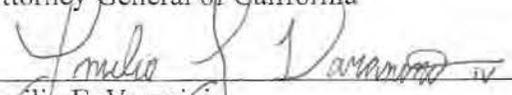
Dated: 2/2/15


Eliot A. Adelson
Kirkland & Ellis LLP
555 California Street, 27th Floor
San Francisco, CA 94104
Tel: (415) 439-1400
Fax: (415) 439-1500
Email: eadelson@kirkland.com
Attorney for Hitachi Ltd.
Hitachi Displays, Ltd.

Hitachi Electronic Devices (USA)
Hitachi America, Ltd.
Hitachi Asia, Ltd.
Japan Display Inc.

KAMALA D. HARRIS
Attorney General of California

Dated: 2/2/2015

By: 
Emilio E. Varanini
Deputy Attorney General
Office of the Attorney General of California
455 Golden Gate Ave., Suite 11000
San Francisco, CA 94102
Tel: (415) 703-5908
Fax: (415) 703-5480
Email: Emilio.Varanini@doj.ca.gov
Attorneys for State of California *et al.*

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

THE PEOPLE OF THE STATE OF CALIFORNIA, et al.,

Plaintiffs,

v.

SAMSUNG SDI, CO., LTD., et al.,

Defendants.

Case No. CGC -11-515784

EXHIBIT F TO [PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENTS WITH LG, PANASONIC, HITACHI, TOSHIBA AND SAMSUNG, CERTIFICATION OF THE CLASS OF GOVERNMENT ENTITIES, DISMISSAL OF *PARENS PATRIAE* CLAIMS, AWARDS TO NAMED GOVERNMENT ENTITIES, AND AWARD OF ATTORNEY'S FEES AND COSTS

Date: September 27, 2016
Time: 9:00 a.m.
Dept: 303
Judge: Curtis E.A. Karnow

Action Filed: November 8, 2011

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

This Amendment to the Settlement Agreement dated (February 3, 2015) (the “Amendment”) is made and entered into by and between Japan Display, Inc. ("JDI"), on behalf of Hitachi (as defined in the Settlement Agreement to include Hitachi Releasees), 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 Hitachi entered into a Settlement Agreement on (February 2, 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 JDI;

WHEREAS, the State, and JDI want 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 JDI want to 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, 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.

The highlighted term below is inserted into the defined term “Settling Parties” as set forth on the first line of Section B.10, as follows:

The Attorney General, **the City, on behalf of the Settlement Class of Government Entities,** and JDI (the “Settling Parties”)

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 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, JDI, the State, and the City adopt all provisions of the original Agreement as amended here.

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.

Section G.41 is replaced as follows:

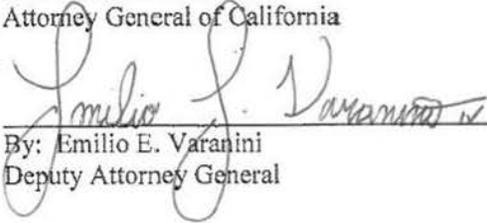
Each of the undersigned attorneys or representatives of the Settling Parties represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement on behalf of the Settling Parties he or she represents, subject to Court approval.

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

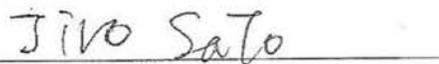
Dated: 2/2/2015


By: Emilio E. Varanini
Deputy Attorney General

Hitachi:

JDI:

Dated: 1/23/2015


By: Jiro Sato
Senior General Manager, Legal Department

CITY AND COUNTY OF SAN FRANCISCO

Dated: _____

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

KAMALA D. HARRIS
Attorney General of California

Dated: _____

By: Emilio E. Varanini
Deputy Attorney General

Hitachi:

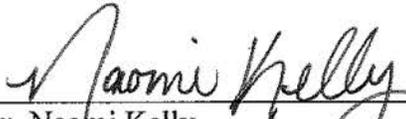
JDI:

Dated: _____

By: (JDI Executive)
JDI

CITY AND COUNTY OF SAN FRANCISCO

Dated: 2/2/15



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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

THE PEOPLE OF THE STATE OF CALIFORNIA, et al.,

Plaintiffs,

v.

SAMSUNG SDI, CO., LTD., et al.,

Defendants.

Case No. CGC -11-515784

EXHIBIT G TO [PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENTS WITH LG, PANASONIC, HITACHI, TOSHIBA AND SAMSUNG, CERTIFICATION OF THE CLASS OF GOVERNMENT ENTITIES, DISMISSAL OF *PARENS PATRIAE* CLAIMS, AWARDS TO NAMED GOVERNMENT ENTITIES, AND AWARD OF ATTORNEY'S FEES AND COSTS

Date: September 27, 2016
Time: 9:00 a.m.
Dept: 303
Judge: Curtis E.A. Karnow

Action Filed: November 8, 2011

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into by Toshiba Corporation, on behalf of itself and Toshiba America Electronic Components, Inc.; P.T. Tosummit Electronics Devices Indonesia; and Toshiba Display Devices (Thailand) Company, Ltd. (collectively, “Toshiba”), on the one hand, and the Attorney General of California (“Attorney General”), on behalf of the State of California and its state agencies, its political subdivisions and public agencies (including the Class of Government Entities as defined below), and in her capacity as *parens patriae* on behalf of all natural persons resident in California at any time during the Relevant Period as defined below (collectively, the “State”), on the other hand.

WHEREAS, the Attorney General alleges that Toshiba participated in an unlawful conspiracy to raise, fix, maintain, or stabilize the price of Cathode Ray Tubes (“CRTs”) at artificially high levels, and to restrict output of CRTs in violation of the California Cartwright Act, the California Unfair Competition Law, and/or the doctrine of unjust enrichment; and

WHEREAS, the Attorney General has filed a case, No. CGC-11-515784, filed November 8, 2011, in the Superior Court of California, County of San Francisco, captioned *The State of California, et al. v. Samsung SDI, Co. Ltd, et al.* (“the Action”), in which she alleged that Toshiba and other companies participated in an unlawful price fixing conspiracy regarding CRTs and CRT Products and believes her claims against Toshiba are valid, but nevertheless believes that resolving her claims against Toshiba according to the terms set forth below at this point in time is in the best interest of the State in materially advancing that case and prosecuting claims against other companies alleged to have participated in the conspiracy; and

WHEREAS, Toshiba denies the validity of the Attorney General’s claims against Toshiba and denies any liability, injury, and/or damages to the Attorney General, but, despite its belief that it is not liable for any claim arising from allegations that it participated in an unlawful price fixing conspiracy of CRTs and that it has good defenses thereto, Toshiba has nevertheless agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to obtain the releases, orders, and judgment

contemplated by this Agreement, and to put to rest with finality all claims that have been or could have been asserted against the Toshiba Releasees, as defined below, based on the allegations in the complaint against Toshiba and its alleged other co-conspirators in the Action.

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is agreed by and among the undersigned that the Action be settled, compromised, and dismissed on the merits with prejudice as to the Toshiba Releasees and, except as hereinafter provided, without costs as to the Attorney General, Toshiba, or the Toshiba Releasees, subject to the approval of the Court, on the following terms and conditions, and incorporating the preceding clauses:

A. Definitions

1. "Toshiba Releasees" refers to Toshiba (as defined above) and to all of their past and present, direct or indirect, parents, subsidiaries, affiliates, intra-corporate divisions, and groups; the predecessors, successors, and assigns of any of the foregoing; and each and all of their present and former principals, partners, officers, directors, supervisors, employees, agents, representatives, insurers, attorneys, heirs, executors, administrators, and assigns. The term Toshiba Releasees also refers to employees, officers, or agents of Matsushita Toshiba Picture Display (MTPD) but not to MTPD or its affiliates.
2. "Government Entities" refers to all political subdivisions and public agencies in California (*i.e.*, counties, cities, K-12 school districts, and utilities), plus the University of California and the State Bar of California, that have purchased CRTs and/or CRT products during the Relevant Period. Excluded from this definition are all state agencies that either constitute an arm of the State of California under the Eleventh Amendment of the U.S. Constitution or are not otherwise treated under California law as being autonomous from the State of California itself.
3. "Settlement Class of Government Entities" refers to all political subdivisions and public agencies in California (*i.e.*, counties, cities, K-12 school districts, and

utilities), plus the University of California and the State Bar of California that have purchased CRTs and/or CRT products during the Relevant Period. Excluded from this definition are all state agencies that either constitute an arm of the State of California under the Eleventh Amendment of the U.S. Constitution or are not otherwise treated under California law as being autonomous from the State of California itself.

4. The “MDL” refers to the Multidistrict Litigation entitled *In re Cathode Ray Tube (CRT) Antitrust Litigation*, Master File No. 3:07-cv-5944 SC, MDL No. 1917, which includes direct and indirect purchaser class actions, and related actions, currently pending in the United States District Court for the Northern District of California.
5. “Releasor” refers to (1) the State of California in its own behalf and on behalf of all state agencies that constitute an arm of the State of California; (2) the Attorney General acting as *parens patriae* on behalf of all natural persons resident in California at any time during the Relevant Period; and (3) the Settlement Class of Government Entities.
6. “Relevant Period” refers to the period beginning March 1, 1995, and continuing through November 25, 2007.
7. The “Settlement Fund” refers to the \$875,000 (U.S.) payment to be made by Toshiba within thirty (30) days of the Effective Date.
8. “Effective Date” is the date upon which the Attorney General and Toshiba, through the undersigned counsel, have signed this Agreement.

B. Approval of this Agreement and Dismissal of Claims Against Toshiba

9. The Attorney General and Toshiba (the “Settling Parties”), and the Settling Parties’ counsel, shall use their best efforts to effectuate this Agreement and its purpose, including cooperating in seeking any necessary court approvals, either amending the current complaint against Toshiba and any of its alleged co-conspirators in the Superior Court of California, San Francisco Division, or amending the settlement

complaint filed against Philips in case No. CGC -11-515786, filed May 11, 2012, in the Superior Court of California, County of San Francisco, captioned *The State of California, et al. v. Chunghwa Picture Tubes, Ltd., et al.* (the “Philips Action”) to add Toshiba solely for the purpose of effectuating this Agreement, and staying any litigation filed after the execution of this agreement, and shall jointly secure the prompt, complete, and final dismissal with prejudice of the Action or the Philips Action, but not as to any party that is not a Toshiba Releasee. The Settling Parties agree to take whatever further steps, if any, may be reasonably necessary to effectuate the dismissal with prejudice of any complaint against Toshiba.

10. The Settling Parties shall jointly seek any orders and final judgment necessary to effectuate this Agreement, the text of which orders and final judgment the Settling Parties shall agree upon. The terms of such orders and final judgment will include, at a minimum, the substance of the following provisions:

- a. any complaint filed shall be dismissed with prejudice as to Toshiba and the Toshiba Releasees, and, except as provided for in this Agreement, without recovery of costs to any party;
- b. reserving exclusive jurisdiction over this settlement and this Agreement, including the administration and consummation of this settlement, to the Superior Court of California, County of San Francisco;
- c. Toshiba shall pay to the Attorney General, for the benefit of the State, a Settlement Fund amount of \$875,000 (U.S.) within thirty (30) days of the Effective Date. The payment includes all fees, litigation expenses, and cost of notice and of settlement administration. The payment may be used for any of the following purposes, subject to applicable legal limitations:

- 1) Reimbursement of the State's attorneys' fees and litigation expenses;
- 2) Compensation for damages suffered by the State for, *inter alia*, harm to the general California economy caused by the relevant conduct otherwise known as deadweight loss, and damages/restitution for proprietary claims, including claims relating to purchases of CRTs and CRT Products by Government Entities;
- 3) Damages/restitution for *parens patriae* claims involving overcharges to natural persons;
- 4) Civil penalties due to Toshiba's alleged involvement in the conspiracy;
- 5) Deposit into an antitrust or consumer protection account (*e.g.*, revolving account, trust account, special fund) for use in accordance with the laws governing such an account;
- 6) Antitrust or consumer protection enforcement by the Attorney General;
- 7) Insofar as the Attorney General's proprietary claims are concerned, the Attorney General may release those claims by requesting that the state court agree to the certification of the same settlement class of state and local government entities as that requested by the Attorney General regarding her settlement agreement with Koninklijke Philips Electronics N.V., a.k.a. Royal Philips Electronics N.V.; and
- 8) Cost of notice, and settlement administration. The parties further understand and agree that the Attorney General may in her sole discretion allocate this sum for each category of

claimed damages/restitution and for expenses (including fees, litigation expenses, cost of notice, and settlement administration). The Attorney General agrees that no more than \$50,000 of the Settlement Fund shall be used for the costs of notice and settlement administration. In the event notice or settlement administration costs are expended and the settlement is not ultimately approved, monies expended for those costs will not be refunded to Toshiba;

d. If Toshiba, which the parties acknowledge has exited the display screen business for televisions and computer monitors, re-enters such component business at any point for a period of four (4) years from the date of final approval of the Settlement Agreement, Toshiba shall be enjoined and restrained from engaging in price-fixing, market allocation, and/or bid rigging, relating to CRTs manufactured for incorporation into monitors or to other display screens manufactured for incorporation into monitors, which constitute horizontal conduct that are per se violations of sections 16700 *et seq.* of the Cartwright Act;

e. Toshiba America Electronics Corporation ("TAEC") shall, for a period of three years from the date of final approval of this Agreement, conduct a program or programs for the purpose of assuring compliance with applicable antitrust and competition laws by its officers and employees, including officers and employees of Toshiba Corporation seconded to TAEC in the United States. Toshiba Corporation for a period of three years from the date of final approval of this Agreement shall conduct a similar program or programs for the purpose of assuring compliance with applicable antitrust and competition laws by former sales officers

and employees of Matsushita Toshiba Picture Display who have since returned to employment at Toshiba Corporation's headquarters in Tokyo. In each case, said program or programs shall provide relevant compliance education to the employees and officers regarding the legal standards imposed by state and federal antitrust law, the remedies that might be applied in the event of violations of said laws, and their obligations in the event that they observe violations of said laws. Each year during the three-year period TAEC shall also certify to the Attorney General that TAEC and Toshiba Corporation are fully compliant with the provisions of this paragraph and submit a written report describing the nature of how TAEC and Toshiba Corporation have complied and are complying with the provisions of this paragraph (i.e., a reasonably detailed summary of the format and contents of the program or programs). The Attorney General is required to provide notice to counsel for Toshiba Corporation and TAEC that the certification is due thirty (30) days prior to the deadline for its submission. Nothing in this provision shall affect a waiver of any privileges otherwise applicable to the content of any antitrust compliance training;

f. Toshiba shall provide cooperation to the Attorney General as described in paragraph 17 of this Agreement within a reasonable time frame from the Effective Date of this Agreement; and

g. certifying solely for purposes of this Agreement the Settlement Class of Government Entities.

11. This Agreement shall become final when (i) the Court has entered an order approving this Agreement and a final judgment dismissing the Action and Philips Action (should the Attorney General amend that complaint to add Toshiba) with prejudice as to Toshiba and all the Toshiba Releasees, and (ii) the time for appeal or to seek permission to appeal from the Court's approval of this Agreement and entry of a final judgment as to the Toshiba Releasees described in (i) has expired, or (iii) if appealed, approval of this Agreement and the order and final judgment dismissing with prejudice all claims in the complaint against Toshiba, and the settlement complaint in the Philips Action (should the Attorney General amend that complaint to add Toshiba), have been affirmed in their entirety by the court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal or review. This Agreement shall be deemed executed as of the later date of signature by either party. As of the date of execution of this Agreement, the Settling Parties shall be bound by the terms of this Agreement and this Agreement shall not be rescinded except in accordance with paragraphs 27 or 28 of this Agreement.
12. Neither this Agreement (whether or not it should become final) nor the resulting final judgment, nor any and all negotiations, documents, and discussions associated with such negotiation, shall be deemed or construed to be an admission by Toshiba, or form the basis of an estoppel argument by a third party against Toshiba or any of the Toshiba Releasees; or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by Toshiba or any of the Toshiba Releasees; or of the truth of any of the claims or allegations contained in any complaint or any other pleading filed by the Attorney General in any action. Evidence thereof shall not be discoverable or used directly or indirectly, in any way, in any other action or proceeding. Neither this Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any action taken to carry out this Agreement by the Attorney General or Toshiba shall 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 enforce this Agreement and solely for the purpose of enforcing this Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law. This provision shall not apply to cooperation or materials received by the Attorney General pursuant to paragraph 17 herein.

C. Release, Discharge, and Covenant Not to Sue

13. In addition to the effect of any final judgment entered in accordance with this Agreement, upon this Agreement becoming final as set out in paragraph 11 of this Agreement, and in consideration of payment of the Settlement Fund as specified in paragraphs 7 and 19 through 27 of this Agreement, and for other good and valuable consideration, the Toshiba Releasees shall be completely released, acquitted, and forever discharged to the fullest extent permitted by law from: (i) the claims, allegations, and causes of action asserted in the Action or in the Philips Action; and (ii) any and all claims, demands, judgments, actions, suits, causes of action that Releasor ever had, now has, or hereafter can, shall, or may have on account of, or in any way arising out of or relating to, any act or omission of Toshiba or the Toshiba Releasees (or any of them) or any other entity concerning the manufacture, supply, distribution, sale or pricing of CRTs or CRT Products up to the date of execution of this Agreement, including but not limited to any conduct alleged, and causes of action asserted or that could have been alleged or asserted, in complaints filed in the Action or the Philips Action, including those arising under any federal or state antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, unjust enrichment, contract, or trade practice law (the "Released Claims"). Releasor shall not, after the date of execution of this Agreement, sue or otherwise seek to establish liability against Toshiba or any Toshiba Releasee based, in whole or in part, upon any of the Released Claims or conduct at issue in the Released Claims.

14. In addition to the provisions of paragraph 13 of this Agreement, Releasor hereby expressly waives and releases, upon this Agreement becoming final, any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code which states:

CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. Each Releasor may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are the subject matter of the provisions of paragraph 13 of this Agreement, but each Releasor hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming final, any known or unknown, suspected or unsuspected, contingent or non-contingent claim with respect to the subject matter of the provisions of paragraph 13 of this Agreement, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

15. The release, discharge, and covenant not to sue set forth in paragraph 13 of this Agreement does not include claims by the Releasor other than the Released Claims, including without limitation any claims as to other time periods outside of the Relevant Period and/or Released Claims, such as those solely arising out of product liability, breach of warranty, or breach of contract claims in the ordinary course of business.

16. The Attorney General agrees and covenants that she will not challenge preliminary or final approval of any settlement by any Toshiba Releasee with the indirect purchaser plaintiffs (the “IPPs”), the direct purchaser plaintiffs (the “DPPs”), or any individual action/opt-out plaintiffs (the “DAPs”) in the MDL where that settlement was entered into before the execution of this Agreement, except that the Attorney General may weigh in on any proposal or decision in the MDL pertaining to the allocation or distribution of any settlements’ funds, in an IPP, DAP, or DPP settlement with any Toshiba Releasee, to natural persons in California either directly or via *cypres*. If requested by Toshiba, the Attorney General will submit a statement that (1) this settlement releases those *parens patriae* claims of all natural persons in California, except for those persons who have validly and timely excluded themselves pursuant to California law; and (2) this settlement has substantial value, warranting the release of these *parens patriae* claims by the Attorney General. The Settling Parties agree, however, that the exercise of *parens patriae* authority under California Business & Professions Code 16760 et seq. does not, in this Agreement, operate to release or supplant the indirect purchaser class claims in the parallel federal proceeding, MDL No. 1917, Case No. 3:07-cv-05944-SC In re Cathode Ray Tube (CRT) Antitrust Litigation, nor does it bar Californian natural persons from obtaining relief as a member of the indirect purchaser class in that proceeding. However, this Agreement shall not be interpreted to preclude any offset required by the court in the MDL under applicable legal principles in the event that any total recovery by Californian natural persons between that proceeding and this settlement should exceed their total damages.

D. Toshiba Cooperation

17. Toshiba agrees to cooperate with the Attorney General by:

- a. Producing at trial in person, by deposition, or by affidavit, whichever is least burdensome but legally sufficient, to establish the status of Toshiba documents as business records, and/or authenticity of Toshiba documents, including documents relating to Toshiba's relevant sales;
- b. Undertaking best efforts to make deposed individuals who are Toshiba employees at the time the testimony is requested available for trial according to a reasonable schedule and to make not-yet deposed individuals who are Toshiba employees at the time the testimony is requested available for deposition. The parties agree to meet and confer in good faith regarding making these employees available for deposition or for trial and agree to consider, without limitation, whether the expected testimony of such employees duplicates the testimony of other witnesses in the case and/or whether the substance of the expected testimony is sufficiently established by documentary evidence; and
- c. The Attorney General shall maintain all statements made by Toshiba pursuant to these cooperation provisions as strictly confidential; and that it shall not use directly or indirectly the information so received for any purpose other than the prosecution of the Action. The parties and their counsel further agree that any statements made by Toshiba's counsel in connection with and/or as part of this settlement shall be protected by Federal Rule of Evidence 408 and all similar provisions of state law, and shall in no event be discoverable by any person or treated as evidence of any kind;
- d. Suspending all pending discovery as to claims asserted by the Attorney General.

18. In the event that this Agreement fails to receive final approval by the Court as contemplated in paragraph 11, or in the event that it is terminated by either party under any provision herein, the parties agree that the Attorney General (or the parties that she represents) shall not be permitted to introduce into evidence, at any

hearing or trial, or in support of any motion, opposition, or other pleading in the Action or the Phillips Action or in any other federal or state action alleging a violation of any antitrust or unfair competition law relating to the subject matter of the Released Claims, the unsworn, oral or written, statements provided by the Toshiba Releasees, their counsel, or any individual made available by the Toshiba Releasees pursuant to the cooperation provisions of paragraph 17, and no information, whether written or oral, sworn or unsworn, provided by Toshiba Releasees pursuant to this paragraph, shall be deemed an admission of any Toshiba Releasee. However, if this Agreement fails to receive final approval by the Court as contemplated in paragraph 11 herein or is terminated by either party under any provision herein, then the Attorney General may be permitted to offer into evidence any sworn statements, oral or written, whether made in a formal or informal setting, including deposition or trial, by any individual made available by the Toshiba Releasees pursuant to the cooperation provisions of this paragraph 17.

E. Settlement Fund.

19. Subject to the provisions hereof, and in full, complete and final settlement of the complaint against Toshiba, and the settlement complaint in the Philips Action should the Attorney General amend that complaint to add Toshiba, Toshiba shall pay the Settlement Fund by wire transfer, within thirty (30) days of the Effective Date. Toshiba shall have no responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, or administration of the Settlement Fund, including, but not limited to, the costs and expenses of such distribution and administration. The Settling Parties shall agree on escrow provisions applicable to the Settlement Fund. The Attorney General will provide wire instructions to Toshiba within three (3) business days after the Effective Date of this Agreement.
20. Toshiba agrees that any costs incurred by the Attorney General in providing any notice of the proposed settlement may be paid from the Settlement Fund.

21. Releasor shall look solely to the Settlement Fund for settlement and satisfaction of all Released Claims against Toshiba Releasees, and shall have no other recovery against Toshiba or any other Toshiba Releasee.
22. The Attorney General shall be responsible for distribution of the Settlement Fund in accordance with California state law and related orders of the Court in which it has filed a complaint against Toshiba or in which it amends its settlement complaint against Philips to add Toshiba. In no event shall any Toshiba Releasee have any responsibility, financial obligation, tax liability, or other liability with respect to the distribution or administration of the Settlement Fund, including but not limited to the costs and expenses of such distribution and administration.
23. The Toshiba Releasees shall not be liable for any costs, fees, or expenses of the State, or its attorneys, experts, advisers, agents, or representatives, but all such costs, fees, and expenses shall be paid out of the Settlement Fund.
24. After this Agreement becomes final within the meaning of paragraph 10, the Settlement Fund shall be distributed in accordance with plans for direct distributions, *cy pres*, or as otherwise permitted by law, all to be submitted at the appropriate time by the Attorney General and approved by the Court. Neither Toshiba nor any other Toshiba Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to, or shall file any opposition to, the proposed or actual plan(s) for distribution of the Settlement Fund by the Attorney General and/or any other person or entity who may assert some claim to the Settlement Fund.
25. The Attorney General may in her sole discretion allocate the monies in the Settlement Fund for each category of damages/restitution (including damages/restitution for proprietary claims, such as claims relating to purchases of CRTs and CRT products by Government Entities, damages/restitution for *parens*

patriae claims, including deadweight loss), for civil penalties, and for expenses (including fees, litigation expenses, costs of notice, and settlement administration).

26. The Settling Parties further understand and agree that the Attorney General shall avoid breaking out which portion of the total sum of \$875,000 (U.S.) in the Settlement Fund is to be allocated for which claims except as necessary to obtain Court approval of the settlement and distribution of these proceeds.
27. It is contemplated that the State's counsel may seek an attorneys' fees award and reimbursement of costs and expenses (including expert witness fees and expenses) in whole or in part from the Settlement Fund. The Attorney General reserves all rights regarding the propriety of any request for or award of attorneys' fees or reimbursement of costs. Neither Toshiba nor any Toshiba Releasee shall take any position on any application for attorneys' fees or reimbursement of costs. Subject to the foregoing reservation of rights, and subject to Court approval, any amounts awarded or distributed by the Court to the Attorney General as a fee award and reimbursement of costs may be used for any of the following purposes, within the limits of applicable law:
- a. Reimbursement of attorneys' fees and expenses incurred in the investigation and prosecution of the action against Toshiba;
 - b. Deposit into a state antitrust or consumer protection account (*e.g.*, revolving account, trust account) for use in accordance with the laws governing the account;
 - c. Deposit into a fund exclusively dedicated to assisting the State of California to defray the costs of experts, economists and consultants in multistate antitrust investigations and litigations; or
 - d. Antitrust or consumer protection enforcement by the Attorney General.

F. Rescission if this Agreement is Not Approved or Final Judgment is Not Entered.

27. If the Court refuses to approve this Agreement or any material part thereof, or if such approval is materially modified or set aside on appeal, or if the Court does not enter the final judgment provided for in paragraph 10 of this Agreement, or if the Court enters the final judgment and appellate review is sought, and on such review, such final judgment is not affirmed in its entirety, then Toshiba and the Attorney General shall each, in its or her sole discretion, have the option to rescind this Agreement in its entirety. Written notice of the exercise of any such right to rescind shall be made by email and overnight courier and by filing a copy of such notice with the Court no later than the twentieth day from the day on which the Settling Parties receive notice that the Agreement has not been approved in whole or in material part or that it has been reversed or modified in whole or in material part on appeal, or that final judgment has not been entered as provided for in paragraph 10 of this Agreement, or that the final judgment has not been affirmed in its entirety on appeal. A modification or reversal on appeal of any amount of the fees or expenses for counsel for the State shall not be deemed a modification of all or a part of the terms of this Agreement or such final judgment.
28. In the event that this Agreement does not become final, then this Agreement shall be of no force or effect (except for this paragraph 28 and paragraphs 12 and 18) and any and all parts of the Settlement Fund caused to be deposited in the Escrow Account, including all interest earned on such accounts, shall be returned forthwith to Toshiba less only disbursements of notice costs and/or claims administration expenses made in accordance with this Agreement. The Settling Parties expressly reserve all of their rights if this Agreement does not become final.
29. This Agreement shall be construed and interpreted to effectuate the intent of the Settling Parties, which is to provide, through this Agreement, for a

complete resolution of the Released Claims with respect to each Toshiba Releasee as provided in this Agreement.

30. The Settling Parties contemplate and agree that, prior to final approval of the Agreement as provided for in paragraph 10 of this Agreement, appropriate notice of this Agreement and the complaint that is filed against Toshiba shall be given to the Settlement Class of Government Entities. The Class will further be notified that there will be a hearing at which the Court will consider the approval of this Agreement, and that members of that Class may opt out of the Class under this Agreement.

G. Miscellaneous.

31. This Agreement does not settle or compromise any claim by the Attorney General against any defendant or alleged co-conspirator other than Toshiba and Toshiba Releasees. All rights against such other defendant or alleged co-conspirator are specifically reserved by the Attorney General. Nothing in this Agreement shall be construed to preclude the Attorney General from asserting that joint and several liability against defendants other than the Toshiba Releasees shall continue to include the volume of CRT sales of Toshiba during the Relevant Period notwithstanding this Agreement and Toshiba shall not contest such an assertion from being made. Toshiba shall not object to Toshiba's sales remaining in the case for the purpose of holding any other Defendant liable for any price-fixing activities involving CRTs.
32. Neither this Agreement, nor any act performed or document executed pursuant to or in furtherance of this Agreement, is, or may be deemed to be, or may be used as an admission of or evidence of (i) the validity of any claim or defense, or (ii) the appropriateness or inappropriateness of any class or other representational capacity, whether contemporaneously with this Agreement or at any time in the future.

33. Except as otherwise set forth herein, this Agreement shall not affect whatever rights Releasor may have (i) to participate in or benefit from, where appropriate, any relief or other recovery as part of a settlement or judgment in any action on behalf of any direct or indirect purchasers of CRTs against any party named as a defendant, other than Toshiba or any Toshiba Releasee, in the MDL or in civil action No. CGC-11-515784, filed November 8, 2011, in the Superior Court of California, County of San Francisco, captioned *The State of California, et al. v. Samsung SDI, Co. Ltd., et al.* or (ii) to assert any product liability, breach of warranty, breach of contract, or other claims in the ordinary course of business.
34. The Court in which the Attorney General has filed an action against Toshiba and one or more of its co-conspirators, or in which the Attorney General amends the settlement complaint against Philips to add Toshiba, shall retain jurisdiction 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 Settling Parties. 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.
35. This Agreement constitutes the entire, complete, and integrated agreement between the Settling Parties pertaining to the settlement with Toshiba and the Toshiba Releasees, and supersedes all prior and contemporaneous undertakings of the Settling Parties in connection herewith. This Agreement may not be modified or amended, except in writing executed by the State and Toshiba and approved by the Court in which an action is filed against Toshiba.

36. This Agreement may be executed in counterparts by the Attorney General and Toshiba or its counsel, and an email or facsimile signature shall be deemed an original signature for purposes of executing this Agreement.
37. Neither the Attorney General nor Toshiba shall be considered to be the drafters of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafters of this Agreement.
38. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience only and do not constitute part of this Agreement.
39. Where this Agreement requires either Settling Party to provide notice or any other communication or document to the other, such notice shall be in writing, and such notice, communication, or document shall be provided by email, facsimile or letter by overnight delivery to the undersigned counsel of record for the party to whom notice is being provided.
40. Each Settling Party and their counsel agree to do anything reasonably necessary to effectuate the performance of, and uphold the validity and enforceability of, this Agreement.
41. 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.
42. Toshiba agrees that any persons signing this Agreement on its behalf is authorized by Toshiba to do so.
43. Toshiba waives any and all of its rights:
- (a) to appeal any order or final judgment that is both arising out of and consistent with the terms of this Agreement; and

(b) unless this Agreement does not become final within the meaning of paragraph 10, to remove to federal court any complaint or amendment of a complaint filed in state court to plead a Settlement Class of Government Entities against it under jurisdiction that includes, but is not limited to, the Class Action Fairness Act of 2005 (“CAFA”).

Dated:

July 30, 2015



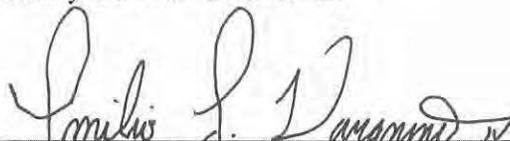
Christopher M. Curran
White & Case LLP
701 Thirteenth Street, NW
Washington, DC 20005-3807
Tel: (202) 626-3600
Fax: (202) 639-9355
Email: ccurran@whitecase.com
Attorney for Toshiba

KAMALA D. HARRIS
Attorney General of California

Dated:

August 10, 2015

By:



Emilio E. Varanini
Deputy Attorney General
Office of the Attorney General of California
455 Golden Gate Ave., Suite 11000
San Francisco, CA 94102
Tel: (415) 703-5908
Fax: (415) 703-5480
Email: Emilio.Varanini@doj.ca.gov
Attorneys for State of California, *et al.*

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

THE PEOPLE OF THE STATE OF CALIFORNIA, et al.,

Plaintiffs,

v.

SAMSUNG SDI, CO., LTD., et al.,

Defendants.

Case No. CGC -11-515784

EXHIBIT H TO [PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENTS WITH LG, PANASONIC, HITACHI, TOSHIBA AND SAMSUNG, CERTIFICATION OF THE CLASS OF GOVERNMENT ENTITIES, DISMISSAL OF *PARENS PATRIAE* CLAIMS, AWARDS TO NAMED GOVERNMENT ENTITIES, AND AWARD OF ATTORNEY'S FEES AND COSTS

Date: September 27, 2016
Time: 9:00 a.m.
Dept: 303
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:

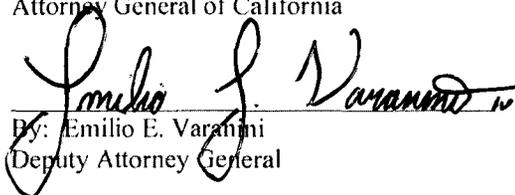
Each of the undersigned attorneys or representatives of the Settling Parties represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement on behalf of the Settling Parties he or she represents, subject to Court approval.

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.

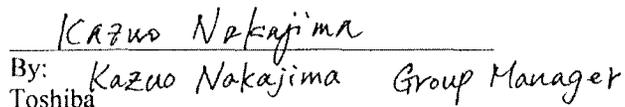
KAMALA D. HARRIS
Attorney General of California

Dated: August 17, 2015


By: Emilio E. Varanini
Deputy Attorney General

Toshiba

Dated: August 17, 2015


By: Kazuo Nakajima Group Manager
Toshiba

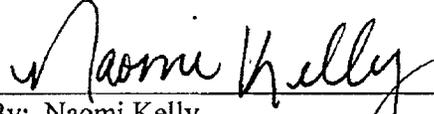
CITY AND COUNTY OF SAN FRANCISCO

Dated: _____

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

CITY AND COUNTY OF SAN FRANCISCO

Dated: _____

A handwritten signature in cursive script that reads "Naomi Kelly". The signature is written in black ink and is positioned above a horizontal line.

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

THE PEOPLE OF THE STATE OF CALIFORNIA, et al.,

Plaintiffs,

v.

SAMSUNG SDI, CO., LTD., et al.,

Defendants.

Case No. CGC -11-515784

EXHIBIT I TO [PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENTS WITH LG, PANASONIC, HITACHI, TOSHIBA AND SAMSUNG, CERTIFICATION OF THE CLASS OF GOVERNMENT ENTITIES, DISMISSAL OF *PARENS PATRIAE* CLAIMS, AWARDS TO NAMED GOVERNMENT ENTITIES, AND AWARD OF ATTORNEY'S FEES AND COSTS

Date: September 27, 2016
Time: 9:00 a.m.
Dept: 303
Judge: Curtis E.A. Karnow

Action Filed: November 8, 2011

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into by and between the Samsung SDI Releasees, as defined below, on the one hand, and the Attorney General of California (“Attorney General”), on behalf of the State of California and its state agencies, its political subdivisions and public agencies (including the Settlement Class of Government Entities as defined below), and in her capacity as *parens patriae* on behalf of all natural persons resident in California at any time during the Relevant Period as defined below (collectively, the “State”), on the other hand. The Samsung SDI Releasees and the Attorney General are collectively referred to as the Settling Parties.

WHEREAS, the Attorney General alleges that the Samsung SDI Releasees participated in an unlawful conspiracy to raise, fix, maintain, or stabilize the price of cathode ray tubes (“CRTs”) at artificially high levels, and to restrict output of CRTs in violation of the California Cartwright Act, the California Unfair Competition Act, and/or the doctrine of unjust enrichment; and

WHEREAS, the Attorney General has filed a case, No. CGC-11-515784, filed November 8, 2011, in the Superior Court of California, County of San Francisco, captioned *The State of California et al. v. Samsung SDI, Co., Ltd., et al.* (“the Action”), in which she has alleged that the Samsung SDI Releasees and other companies participated in an unlawful conspiracy to fix prices of CRTs and believes her claims against the Samsung SDI Releasees are valid, but nevertheless believes that resolving her claims against the Samsung SDI Releasees according to the terms set forth below at this point in time in her case are in the best interest of the State; and

WHEREAS, certain Plaintiffs have filed cases alleging that certain Samsung SDI Releasees and other companies participated in an unlawful conspiracy to fix prices of lithium ion

batteries, which have been consolidated for pretrial proceedings in U.S. District Court for the Northern District of California under the caption *In re Lithium Ion Batteries Antitrust Litigation*, Case No. 13 MD-02420 YGR (DMR) (the “Batteries MDL”); and

WHEREAS, the Samsung SDI Releasees, despite the belief that they are not liable for any claims arising from allegations that they participated in any unlawful conspiracy to fix prices of CRTs or lithium ion batteries, and that they have good defenses thereto, have nevertheless agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to obtain the releases, orders, covenants not to sue, and judgment contemplated by this Agreement, and to put to rest with finality all claims that have been or could have been asserted against the Samsung SDI Releasees based on the allegations in the Action, and any claim that the Attorney General could have asserted against the Samsung SDI Releasees based on alleged price-fixing, bid-rigging, or market allocation of lithium ion batteries;

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is agreed by and among the undersigned that the Action and claims that could be brought based on Samsung SDI’s alleged conduct with respect to lithium ion batteries as set out below be settled, compromised, and dismissed on the merits with prejudice as to the Samsung SDI Releasees and, except as hereinafter provided, without costs as to the Attorney General, Samsung SDI, or the Samsung SDI Releasees, on the following terms and conditions, and incorporating the preceding clauses:

A. Definitions

1. “Samsung SDI” refers to Samsung SDI Co., Ltd. (formerly known as Samsung Display Devices Co., Ltd.); Samsung SDI America, Inc.; Samsung SDI Brasil, Ltd.; Tianjin

Samsung SDI Co., Ltd.; Samsung Shenzhen SDI Co., Ltd.; SDI Malaysia Sdn Bhd; and SDI Mexico S.A. de C.V.

2. “Samsung SDI Releasees” refers to Samsung SDI (as defined above) and all of their past and present, direct and indirect, parents, subsidiaries, affiliates, intra-corporate divisions and groups; the predecessors, successors, and assigns of any of the above; and each and all of their present and former principals, partners, officers, directors, supervisors, employees, agents, representatives, insurers, attorneys, heirs, executors, administrators, and assigns.

3. “Government Entities” refers to all political subdivisions and public agencies in California (i.e., counties, cities, K 12 school districts, and public utilities), plus the University of California and the State Bar of California, that have purchased CRTs and/or products containing CRTs (“CRT Products”) during the Relevant Period. Excluded from this definition are all state agencies that either constitute an arm of the State of California under the Eleventh Amendment of the U.S. Constitution or are not otherwise treated under California law as being autonomous from the State of California itself.

4. “Settlement Class of Government Entities” refers to all political subdivisions of the State of California (i.e., counties, cities, K-12 school districts, and public utilities), plus the University of California and the State Bar of California, that directly or indirectly purchased CRTs and/or CRT Products during the Relevant Period. Excluded from this definition are all state agencies that either constitute an arm of the State of California under the Eleventh Amendment of the U.S. Constitution or are not otherwise treated under California law as being autonomous from the State of California itself.

5. The “CRT MDL” refers to the Multidistrict Litigation entitled *In re Cathode Ray Tube (CRT) Antitrust Litigation*, Master File No. 3:07-cv-5944 SC, MDL No. 1917, which

includes direct and indirect purchaser class actions, and related actions, currently pending in the United States District Court for the Northern District of California.

6. The “Released Claims” are the “Released CRT Claims”.

7. “Releasor” refers to (1) the State of California in its own behalf and on behalf of all state agencies that constitute an arm of the State of California; (2) the Attorney General acting as *parens patriae* on behalf of all natural persons resident in California at any time during the Relevant Period; and (3) the Settlement Class of Government Entities.

8. “Relevant Conduct” refers to the Samsung SDI Releasees’ alleged participation in an unlawful conspiracy to raise, fix, maintain, or stabilize the price of CRTs at artificially high levels and maintain the quantities of CRTs at artificially low levels during the Relevant Period.

9. “Relevant Period” refers to the period beginning March 1, 1995, and continuing through November 25, 2007.

10. The “Settlement Fund” refers to the \$1,600,000.00 (U.S.) payment to be made by Samsung SDI within thirty (30) business days of the Effective Date.

11. “Effective Date” is the date upon which the Attorney General and Samsung SDI, through the undersigned counsel, have signed this Agreement.

B. Approval of this Agreement and Dismissal of Claims Against Samsung SDI.

12. The Attorney General and the City, on behalf of the Settlement Class of Government Entities, and Samsung SDI (the “Settling Parties”), and the Settling Parties’ counsel, shall use their best efforts to effectuate this Agreement and its purpose, including cooperating in seeking any necessary court approvals, either amending the current complaint against Samsung SDI and any of its alleged co conspirators in the Superior Court of California, San Francisco Division, or amending the settlement complaint filed against Philips in case No. CGC -11-515786, filed May 11, 2012, in the Superior Court of California, County of San

Francisco, and captioned *The State of California et al. v. Chunghwa Picture Tubes, Ltd. et. al.* (the "Philips Action") to add Samsung SDI solely for the purpose of effectuating this Agreement, and staying any litigation filed after the execution of this agreement, and shall jointly secure the prompt, complete, and final dismissal with prejudice of any settlement complaint filed as to the Samsung SDI Releasees. The Settling Parties agree to take whatever further steps, if any, may be reasonably necessary to effectuate the dismissal with prejudice of any complaint against the Samsung SDI Releasees.

13. The Settling Parties shall jointly seek any orders and final judgment necessary to effectuate this Agreement, the text of which orders and final judgment the Settling Parties shall agree upon. The terms of such orders and final judgment will include, at a minimum, the substance of the following provisions:

- a. any complaint filed shall be dismissed with prejudice as to Samsung SDI and the Samsung SDI Releasees, and, except as provided for in this Agreement, without recovery of costs to any party to that complaint;
- b. reserving exclusive jurisdiction over the settlement and this Agreement, including the administration and the consummation of this settlement, to the Superior Court of California, County of San Francisco;
- c. Samsung SDI shall pay to the Attorney General, for the benefit of the State, a Settlement Fund amount of \$1,600,000 (U.S.), within thirty (30) business days of the Effective Date. The payment includes all fees, litigation expenses, and cost of notice and of settlement administration. The payment may be used for any of the following purposes, subject to applicable legal limitations:
 - 1) Reimbursement of the State's attorneys' fees and litigation expenses;
 - 2) compensation for damages suffered by the State for, *inter alia*, harm to the general California economy otherwise known as deadweight loss, and damages/restitution for proprietary claims, including claims related to purchases of CRTs, CRT Products, and lithium ion batteries by California government entities;
 - 3) damages/restitution for *parens patriae* claims involving overcharges to natural persons;

- 4) civil penalties due to Samsung SDI's alleged conspiratorial conduct;
- 5) deposit into an antitrust or consumer protection account (e.g., revolving account, trust account, special fund) for use in accordance with the laws governing such an account;
- 6) antitrust or consumer protection enforcement by the Attorney General;
- 7) cost of notice, and settlement administration. The Attorney General agrees that no more than \$100,000 of the Settlement Fund shall be used for the costs of notice and settlement administration. In the event notice or settlement administration costs are expended and the settlement is not ultimately approved, monies expended for those costs will not be refunded to Samsung SDI.

d. Samsung SDI shall be enjoined and restrained for a period of five (5) years from the date of final approval of this Agreement, from engaging in any price-fixing, market allocation, and/or bid rigging, relating to CRTs for incorporation into monitors or to other display screens for incorporation into monitors, which constitutes horizontal conduct that is a per se violation of sections 16700 *et seq.* of the Cartwright Act;

e. Samsung SDI Co., Ltd. shall (1) establish, if not already established, and maintain a program to provide relevant antitrust compliance education to their officers and employees with responsibility for pricing and sales of CRTs, flat panels, and/or lithium ion batteries in and to the United States regarding the legal standards imposed by federal and state antitrust laws; (2) for five (5) years from the date of final approval of this Agreement, on an annual basis, certify in writing to the Attorney General that it is fully compliant with the provisions of this paragraph by describing the nature of the program it has implemented or is maintaining pursuant to this sub-paragraph; and (3) shall appoint, if not already appointed, an employee of Samsung SDI Co., Ltd., as Compliance Officer, who shall allow himself or herself to be interviewed once a year by staff for the Attorney General as to the ongoing compliance and training efforts set out in this paragraph. The Attorney General is required to provide notice to counsel for Samsung SDI Co., Ltd., that the certification is due thirty (30) days prior to the deadline for its submission. Nothing in this provision shall cause, require or effect a waiver of any privilege that is otherwise applicable to the content or conduct of any antitrust compliance training;

f. Samsung SDI shall provide cooperation as set out in Paragraph 21 of this Agreement; and

g. The Settlement Class of Government Entities shall be certified solely for purposes of this Agreement.

14. This Agreement shall become final when the Court has entered an order approving this Agreement and a final judgment dismissing the Action and Philips Action (should the Attorney General amend that complaint to add Samsung SDI) with prejudice as to Samsung SDI and all the Samsung SDI Releasees; and (i) the time for appeal or to seek permission to appeal has expired, or (ii) if appealed, approval of this Agreement and the order and final judgment dismissing with prejudice all claims in the complaint against Samsung SDI, and the settlement complaint in the Philips Action should the Attorney General amend that complaint to add Samsung SDI, have been affirmed in their entirety by the court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review. This Agreement shall be deemed executed as of the later date of signature by either party. As of the date of execution of this Agreement, the Settling Parties shall be bound by the terms of this Agreement and this Agreement shall not be rescinded except in accordance with paragraph 35 of this Agreement.

15. Neither this Agreement (whether or not it should become final) nor the resulting final judgment, nor any and all negotiations, documents, and discussions associated with such negotiation, shall be deemed or construed to be an admission by Samsung SDI, or form the basis of an estoppel argument by a third party against Samsung SDI or any of the Samsung SDI Releasees; or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by Samsung SDI or any of the Samsung SDI Releasees; or of the truth of any of the claims or allegations contained in any complaint or any other pleading filed by the Attorney General in any action. Evidence thereof shall not be discoverable or used directly or indirectly, in any way, in any other action or proceeding. Statements made by, or information supplied by, Samsung SDI's counsel in connection with and/or as part of this settlement shall be protected by

Federal Rule of Evidence 408 and all similar provisions of state law. Neither this Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any action taken to carry out this Agreement by the Attorney General or Samsung SDI shall be referred to, offered into evidence, or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to enforce this Agreement and solely for the purpose of enforcing this Agreement, or to defend against the assertion of Released CRT Claims or a violation of the covenant not to sue regarding lithium ion batteries, or as otherwise required by law. This provision shall not apply to cooperation or materials received by the Attorney General pursuant to paragraphs [REDACTED] herein.

C. Release, Discharge, and Covenant Not to Sue.

16. In addition to the effect of any final judgment entered in accordance with this Agreement, upon this Agreement becoming final as set out in paragraph 14 of this Agreement, and in consideration of payment of the Settlement Fund as specified in paragraphs 13 and 27 through 34 of this Agreement, and for other valuable consideration, the Samsung SDI Releasees are and shall be completely released, acquitted, and forever discharged to the fullest extent permitted by law from: (i) the claims, allegations and causes of action asserted in the complaint filed in the Action or in the Philips Action; and (ii) any and all claims, demands, judgments, actions, suits, or causes of action that Releasor ever had, now has, or hereafter can, shall, or may have on account of, or in any way arising out of or relating to, any act or omission of Samsung SDI or the Samsung SDI Releasees (or any of them) or any other entity concerning the manufacture, supply, distribution, sale or pricing of CRTs and/or CRT Products up to the date of execution of this Agreement, including but not limited to any conduct alleged, and causes of action asserted or that could have been alleged or asserted, in complaints filed in the Action or the Philips Action, including those arising under any federal or state antitrust, unfair competition,

unfair practices, price discrimination, unitary pricing, unjust enrichment, contract, or trade practice law (the "Released CRT Claims"). Releasor shall not, after the date of execution of this Agreement, sue or otherwise seek to establish liability against Samsung SDI or any Samsung SDI Releasee based, in whole or in part, upon any of the Released CRT Claims or conduct at issue in the Released CRT Claims.

17. Upon this Agreement becoming final as set out in paragraph 14 of this Agreement, and in consideration of payment of the Settlement Fund as specified in paragraphs 13 and 27 through 34 of this Agreement, and for other valuable consideration, the California Attorney General shall not seek to institute, maintain, or prosecute any suit or action against, or collect from or proceed against, or establish liability against, any Samsung SDI Releasee based in whole or in part on the manufacture, supply, distribution, sale or pricing of lithium ion batteries, in any forum worldwide under any antitrust, unfair competition, or common law (e.g., unjust enrichment) theory. This covenant not to sue extends to any claim, state or federal, including to any antitrust, unfair competition or common law (e.g., unjust enrichment) claim brought in a government, *parens patriae*, or law enforcement role by the Attorney General, based on conduct revealed to the Attorney General in any proffer given to the Attorney General by SDI or uncovered by the Attorney General based on information supplied by SDI in such proffers or based on her review of information developed from her CRTs action or on conduct alleged in criminal cases filed by the United States Department of Justice in the Northern District of California, captioned *United States v. LG Chem, Inc.*, CR 04:13-0473-YGR, and *United States v. Sanyo*, CR 13-472. In the event that Releasor files a complaint against one or more non-Samsung SDI Releasees based in any part on the conduct set out in this paragraph, Releasor shall not, after the date of execution of this Agreement, sue or otherwise seek to establish liability

against Samsung SDI or any Samsung SDI Releasee based, in whole or in part, upon that conduct or conduct alleged in the Batteries MDL.

18. In addition to the provisions of paragraphs 16 and 17 of this Agreement, Releasor hereby expressly waives and releases, upon this Agreement becoming final, any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code which states:

CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. Each Releasor may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are the subject matter of the provisions of paragraphs 16 and 17 of this Agreement. Each Releasor hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming final, any known or unknown, suspected or unsuspected, contingent or non-contingent claim with respect to the subject matter of the provisions of paragraphs 16 and 17 of this Agreement, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

19. The release, discharge, and covenant not to sue set forth in paragraphs 16, 17, and 18 of this Agreement does not include claims by the Releasor other than the Released CRT Claims and the claims covered by the covenant not to sue in paragraph 17, including without

limitation claims such as those solely arising out of product liability, breach of warranty, or breach of contract claims in the ordinary course of business.

20. The Attorney General agrees and covenants that she will not challenge preliminary or final approval of any settlement by any Samsung SDI Releasee with the indirect purchaser plaintiffs (the "IPPs"), the direct purchaser plaintiffs (the "DPPs"), or any individual action/opt-out plaintiffs (the "DAPs") in the CRT MDL where that settlement was entered into before the execution of this Agreement, except that the Attorney General may weigh in on any proposal or decision in the CRT MDL pertaining to the allocation or distribution of any settlements' funds, in an IPP, DAP, or DPP settlement with any Samsung SDI Releasee, to natural persons in California either directly or via *cy pres*. If requested by Samsung SDI, the Attorney General will submit a statement that (1) this settlement releases those *parens patriae* claims of all natural persons in California, except for those persons who have validly and timely excluded themselves pursuant to California law; and (2) this settlement has substantial value, warranting the release of these *parens patriae* claims by the Attorney General. The Settling Parties agree, however, that the exercise of *parens patriae* authority under California Business & Professions Code 16760 et seq. does not, in this Agreement, operate to release or supplant the indirect purchaser class claims in the parallel federal proceeding, MDL No. 1917, Case No. 3:07-cv-05944-SC (now JST) In re Cathode Ray Tube (CRT) Antitrust Litigation, nor does it bar Californian natural persons from obtaining relief as a member of the indirect purchaser class in that proceeding. However, this Agreement shall not be interpreted to preclude any offset required by the court in the MDL under applicable legal principles in the event that any total recovery by Californian natural persons between that proceeding and this settlement should exceed their total damages.

D. Samsung SDI Cooperation.

21. Samsung SDI agrees to cooperate with the Attorney General, to the extent reasonably necessary, to assist its prosecution of the Action, by:

a. Meeting in conferring in good faith about making the appropriate current employees available for deposition and trial according to a reasonable schedule, including making available at a mutually agreed upon time and place for deposition such key employees as are reasonably identified by the Attorney General;

b. Making available to the Attorney General appropriate employees in the United States in person as reasonably practical, by video conference, or by such other means as the Settling Parties may agree to, for such interviews and affidavits as reasonably required by the Attorney General;

c. Producing at trial in person, by deposition, or by affidavit, whichever is legally necessary, representatives to establish for admission into evidence the amount of relevant sales and to testify as to the authenticity and genuineness of documents or their status as business records.

22. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

23. The Attorney General agrees to treat all unsworn statements made, or material produced, by Samsung SDI, or their counsel, pursuant to paragraphs 21 and 22, as confidential investigative materials pursuant to California Government Code sections 11180 *et seq.* and 6254(f), and to take all measures permitted under the law to protect the confidentiality of any such statement or material. The Attorney General agrees that it will not introduce into evidence, at any hearing, or in support of any motion, opposition or other pleading in any federal or state action the unsworn, oral or written, statements made, or document translations produced, by Samsung SDI, their counsel, or any individual made available by Samsung SDI pursuant to the

cooperation provisions of paragraphs 21 and 22. The Attorney General further agrees that the disclosure of such materials does not operate to waive any applicable privileges that Samsung SDI may possess.

24. The Attorney General shall not use any statement made, or material produced, by Samsung SDI, or their counsel, pursuant to paragraph 21 for any purpose other than the prosecution of the Action.

25. [REDACTED]

26. In the event that this Agreement fails to receive final approval by the Court as contemplated in paragraph 14, or in the event that it is terminated by either party under any provision herein, the parties agree that the Attorney General (or the parties that she represents) shall not be permitted to introduce into evidence, at any hearing, or in support of any motion, opposition or other pleading in the Action, or the Philips Action, or in any other federal or state action alleging a violation of any antitrust or unfair competition law relating to the subject matter of the Released CRT Claims or of the covenant not to sue in paragraph 17, the unsworn, oral or written, statements provided by the Samsung SDI Releasees, their counsel, or any individual made available by the Samsung SDI Releasees pursuant to the cooperation provisions of paragraphs 21 and 22, and no information, whether written or oral, sworn or unsworn, provided by the Samsung SDI Releasees pursuant to paragraphs 21 and 22, shall be deemed an admission of any Samsung SDI Releasee. However, if this Agreement fails to receive final approval by

the Court as contemplated in paragraph 14 herein or is terminated by either party under any provision herein, then the Attorney General may be permitted to offer into evidence any sworn statements, oral or written, including deposition or trial, by any individual made available by Samsung SDI pursuant to the cooperation provisions of paragraphs 21 and 22.

E. Settlement Fund.

27. Subject to the provisions hereof, and in full, complete and final settlement of the Action against Samsung SDI, and in consideration for the Attorney General's covenant not to sue based on alleged price-fixing, bid-rigging, or market allocation of lithium ion batteries, as described herein, Samsung SDI Co., Ltd. shall pay into a Settlement Fund the amount of \$1,600,000 (U.S.), by wire transfer, within thirty (30) business days of the Effective Date of this Agreement. Samsung SDI shall have no responsibility for, no right in, and no authority over, the allocation of the Settlement Fund as provided herein. The Settling Parties shall agree on escrow provisions applicable to the Settlement Fund. The Attorney General will provide wire instructions to Samsung SDI within three (3) business days after the Effective Date of this Agreement.

28. Samsung SDI agrees that any costs incurred by the Attorney General in providing any notice of the proposed settlement may be paid from the Settlement Fund.

29. Releasor shall look solely to the Settlement Fund for settlement and satisfaction of all Released CRT Claims and all claims covered by the covenant not to sue in paragraph 17 against Samsung SDI Releasees, and shall have no other recovery against Samsung SDI or any other Samsung SDI Releasee.

30. The Attorney General shall be responsible for distribution of the Settlement Fund in accordance with California state law and related orders of the Court in which it has filed a complaint against Samsung SDI or in which it amends its settlement complaint against Philips to

add Samsung SDI. In no event shall any Samsung SDI Releasee have any responsibility, financial obligation, tax liability, or other liability whatsoever with respect to the distribution or administration of the Settlement Fund, including but not limited to the costs and expenses of such distribution and administration.

31. The Samsung SDI Releasees shall not be liable for any costs, fees, or expenses of the State, or its attorneys, experts, advisers, agents, or representatives, but all such costs, fees, and expenses shall be paid out of the Settlement Fund.

32. After this Agreement becomes final within the meaning of paragraph 14, the Settlement Fund shall be distributed in accordance with plans for direct distributions, *cy pres*, or as otherwise permitted by law, all to be submitted at the appropriate time by the Attorney General and approved by the Court. Neither Samsung SDI nor any other Samsung SDI Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to, or shall file any opposition to, the proposed or actual plan(s) for distribution of the Settlement Fund by the Attorney General and/or any other person or entity who may assert some claim to the Settlement Fund.

33. The Attorney General may in her sole discretion allocate the monies in the Settlement Fund for each category of damages/restitution (including damages/restitution for proprietary claims, such as claims relating to purchases of CRT Products by Government Entities, and damages/restitution for *parens patriae* claims, including deadweight loss), for civil penalties, and for expenses (including fees, litigation expenses, costs of notice, and settlement administration).

34. It is contemplated that the State's counsel may seek an attorneys' fees award and reimbursement of costs and expenses (including expert witness fees and expenses) in whole or in

part from the Settlement Fund. The Attorney General reserves all rights regarding the propriety of any request for or award of attorneys' fees or reimbursement of costs. Neither Samsung SDI nor any Samsung SDI Releasee shall take any position on any application for attorneys' fees or reimbursement of costs. Subject to the foregoing reservation of rights, and subject to Court approval, any amounts awarded or distributed by the Court to the Attorney General as a fee award and reimbursement of costs may be used for any of the following purposes, within the limits of applicable law:

- a. Reimbursement of attorneys' fees and expenses incurred in the investigation and prosecution of the action against Samsung SDI;
- b. Deposit into a state antitrust or consumer protection account (e.g., revolving account, trust account) for use in accordance with the laws governing the account;
- c. Deposit into a fund exclusively dedicated to assisting the State of California to defray the costs of experts, economists and consultants in multistate antitrust investigations and litigations; or
- d. Antitrust or consumer protection enforcement by the Attorney General.

F. Rescission if this Agreement is Not Approved or Final Judgment is Not Entered.

35. If the Court refuses to approve this Agreement or any material part thereof, or if such approval is materially modified or set aside on appeal, or if the Court does not enter the final judgment provided for in paragraph 14 of this Agreement, or if the Court enters the final judgment and appellate review is sought, and on such review, such final judgment is not affirmed in its entirety, then Samsung SDI and the Attorney General shall each, in its or her sole discretion, have the option to rescind this Agreement in its entirety. Written notice of the exercise of any such right to rescind shall be made by email and overnight courier and by filing a copy of such notice with the Court no later than the twentieth (20) day from the day on which the Settling Parties receive notice that the Agreement has not been approved in whole or in material

part or that it has been reversed or modified in whole or in material part on appeal, or that final judgment has not been entered as provided for in paragraph 14 of this Agreement, or that the final judgment has not been affirmed in its entirety on appeal. A modification or reversal on appeal of any amount of the fees for counsel for the State shall not be deemed a modification of all or a part of the terms of this Agreement or such final judgment.

36. In the event that this Agreement does not become final, then this Agreement shall be of no force or effect and any and all parts of the Settlement Fund, including all interest earned on such accounts, shall be returned forthwith to Samsung SDI less only disbursements of notice costs and/or claims administration expenses made in accordance with this Agreement. The Settling Parties expressly reserve all of their rights if this Agreement does not become final.

37. This Agreement shall be construed and interpreted to effectuate the intent of the Settling Parties, which is to provide, through this Agreement, for a complete resolution of the Released Claims with respect to each Samsung SDI Releasee as provided in this Agreement.

38. The Settling Parties contemplate and agree that, prior to final approval of the Agreement as provided for in paragraph 14 of this Agreement, appropriate notice of this Agreement and the complaint that is filed against Samsung SDI shall be given to the Settlement Class of Government Entities. The Class will further be notified that there will be a hearing at which the Court will consider the approval of this Agreement, and that members of that Class may opt out of the Class under this Agreement.

G. Miscellaneous.

39. This Agreement does not settle or compromise any claim by the Attorney General against any defendant or alleged co-conspirator other than Samsung SDI and Samsung SDI Releasees. All rights against such other defendant or alleged co-conspirator are specifically reserved by the Attorney General. Nothing in this Agreement shall be construed to preclude the

Attorney General from asserting that joint and several liability against defendants other than the Samsung SDI Releasees shall continue to include the volume of CRT sales of Samsung SDI during the Relevant Period, or the volume of sales of lithium ion batteries, notwithstanding this Agreement. Samsung SDI shall not object to Samsung SDI's sales remaining in the case for the purpose of holding any other Defendant liable for any price-fixing activities involving CRTs or (in the event that the Attorney General should file a lawsuit against any defendant other than the Samsung SDI Releasees) lithium ion batteries.

40. As part of seeking preliminary approval of this Agreement, the Settling Parties will seek an order from the superior court staying the Action. In the meantime, upon execution of this Agreement, the Settling Parties hereby agree to a stay of any motions or discovery to enable the Agreement to be effectuated without both sides having to incur additional costs in this litigation that may prove to be unnecessary.

41. Neither this Agreement, nor any act performed or document executed pursuant to or in furtherance of this Agreement, is, or may be deemed to be, or may be used as an admission of or evidence of (i) the validity of any claim or defense, or (ii) the appropriateness or inappropriateness of any class or other representational capacity, whether contemporaneously with this Agreement or at any time in the future.

42. Except as otherwise set forth herein, this Agreement shall not affect whatever rights Releasor may have (i) to participate in or benefit from, where appropriate, any relief or other recovery as part of a settlement or judgment in any action on behalf of any direct or indirect purchasers of CRTs against any party named as a defendant, other than Samsung SDI or any Samsung SDI Releasee, in the CRT MDL or in civil action No. CGC-11-515784, filed November 8, 2011, in the Superior Court of California, County of San Francisco, captioned *The*

State of California et al. v. Samsung SDI, Co. Ltd et al. or (ii) to assert any product liability, breach of warranty, breach of contract, or other claims in the ordinary course of business. The Court in which the Attorney General has filed an action against Samsung SDI and one or more of its co-conspirators, or in which the Attorney General amends the settlement complaint against Philips to add Samsung SDI, shall retain jurisdiction 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 Settling Parties. 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.

43. This Agreement constitutes the entire, complete, and integrated agreement between the Settling Parties pertaining to the settlement with Samsung SDI and the Samsung SDI Releasees, and supersedes all prior and contemporaneous undertakings of the Settling Parties in connection herewith. This Agreement may not be modified or amended, except in writing executed by the Settling Parties and approved by the Court in which an action is filed against Samsung SDI.

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

45. Neither the Attorney General nor Samsung SDI shall be considered to be the drafters of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafters of this Agreement.

46. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience only and do not constitute part of this Agreement.

47. Where this Agreement requires either Settling Party to provide notice or any other communication or document to the other, such notice shall be in writing, and such notice, communication, or document shall be provided by email, facsimile or letter by overnight delivery to the undersigned counsel of record for the party to whom notice is being provided.

48. Each Settling Party and their counsel agree to do anything reasonably necessary to effectuate the performance of, and uphold the validity and enforceability of, this Agreement.

49. 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.

50. Samsung SDI agrees that any persons signing this Agreement on its behalf is authorized by Samsung SDI to do so.

51. Samsung SDI waives any and all of its rights:

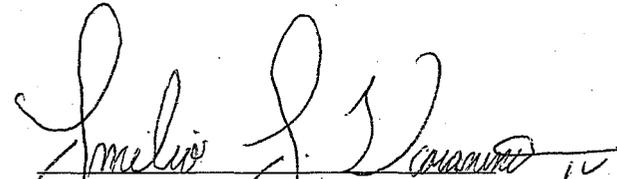
a. to appeal any order or final judgment that is both arising out of and consistent with the terms of this Agreement; and

b. unless this Agreement does not become final within the meaning of paragraph 14, to remove to federal court any complaint or amendment of a complaint filed in state court to plead a Settlement Class of Government Entities against it under jurisdiction that includes, but is not limited to, the Class Action Fairness Act of 2005.

52. This Agreement was entered into pursuant to mediation under the auspices of the mediator selected for that purpose, the Honorable (Ret.) Judge Vaughn A. Walker, and with his approval based on his role in the case and in mediating prior settlements in the parallel federal MDL proceeding. Any disputes concerning this Agreement shall first be brought to the mediator selected in this action to mediate the action between the Attorney General and Samsung SDI,

specifically the Honorable (Ret.) Judge Vaughn A. Walker, if available. If Judge Walker is not available, the parties shall meet and confer in good faith about the selection of another individual to mediate any dispute between them.

Dated: Feb 3, 2016



Emilio E. Varanini
Deputy Attorney General
Office of the Attorney General of California
455 Golden Gate Ave., Suite 11000
San Francisco, CA 94102
Tel: (415) 703-5908
Fax: (415) 703-5480
Email: Emilio.Varanini@doj.ca.gov
Attorney for State of California *et al.*

Dated: Feb. 3, 2016



Gary Halling
**SHEPPARD MULLIN RICHTER &
HAMPTON LLP**
Four Embarcadero Center, 17th Floor
San Francisco, CA 94111-4109
Tel: (415) 774-3234
Fax: (415) 403-6007
Email: GHalling@sheppardmullin.com

Attorneys for Samsung SDI Co. Ltd.; Samsung SDI America, Inc.; Samsung SDI Brasil, Ltd.; Tianjin Samsung SDI Co., Ltd.; Samsung Shenzhen SDI Co., Ltd.; SDI Malaysia Sdn. Bhd.; and SDI Mexico S.A. de C.V.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

THE PEOPLE OF THE STATE OF CALIFORNIA, et al.,

Plaintiffs,

v.

SAMSUNG SDI, CO., LTD., et al.,

Defendants.

Case No. CGC -11-515784

EXHIBIT J TO [PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENTS WITH LG, PANASONIC, HITACHI, TOSHIBA AND SAMSUNG, CERTIFICATION OF THE CLASS OF GOVERNMENT ENTITIES, DISMISSAL OF *PARENS PATRIAE* CLAIMS, AWARDS TO NAMED GOVERNMENT ENTITIES, AND AWARD OF ATTORNEY'S FEES AND COSTS

Date: September 27, 2016
Time: 9:00 a.m.
Dept: 303
Judge: Curtis E.A. Karnow

Action Filed: November 8, 2011

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

This Amendment to the Settlement Agreement dated (February 3, 2016) (the "Amendment") is made and entered into by and between the Samsung SDI Releasees (as defined in the Agreement (as defined below)), 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 (as defined in the Agreement) (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 the Samsung SDI Releasees entered into a Settlement Agreement on (February 3, 2016) (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 Samsung SDI;

WHEREAS, the State and Samsung SDI 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 Samsung SDI 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 41 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, Section A.4 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.

The highlighted term below is inserted into the defined term "Settling Parties" as set forth in the first paragraph of the Agreement, as follows:

The Attorney General, **the City, on behalf of the Settlement Class of Government Entities**, and the Samsung SDI Releasees are collectively referred to as the "Settling Parties."

Section G.43 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, the Samsung SDI Releasees, the State, and the City adopt all provisions of the original Agreement as amended here.

Section G.45 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.

Section G.50 is replaced as follows:

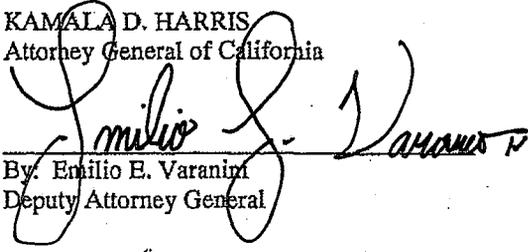
Each of the undersigned attorneys or representatives of the Settling Parties represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement on behalf of the Settling Parties he or she represents, subject to Court approval.

New Section G.54 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.

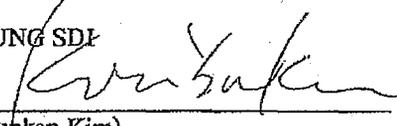
KAMALA D. HARRIS
Attorney General of California

Dated: 2/4/16


By: Emilio E. Varanini
Deputy Attorney General

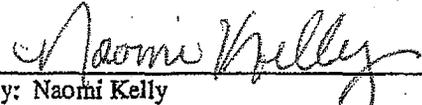
SAMSUNG SDI

Dated: Feb. 3, 2016


By: (Yunken Kim)
General Counsel

CITY AND COUNTY OF SAN FRANCISCO

Dated: 2/4/16


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