Court File No. CV-08-0035836800CP

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE JUSTICE	)	FRI DAY, THE 11TH DAY
	)	
PAUL M. PERELL	)	OF DECEMBER, 2015

BETWEEN:

DAVID BRATTON

Plaintiff

-and-

SAMSUNG ELECTRONICS CO. LTD., SAMSUNG SEMICONDUCTOR, INC., SAMSUNG ELECTRONICS CANADA INC., HYNIX SEMICONDUCTOR, INC., HYNIX SEMICONDUCTOR AMERICA, INC., MICRON TECHNOLOGY, INC., MICRON SEMICONDUCTOR CANADA, MICRON SEMICONDUCTOR PRODUCTS, INC., NEC CORPORATION, CYPRESS SEMICONDUCTOR, CORPORATION, CYPRESS SEMICONDUCTOR, INC., ALLIANCE SEMICONDUCTOR CORPORATION, ALLIANCE MEMORY, INC., FUJITSU LTD., FUJITSU CANADA, INC., FUJITSU AMERICA, INC., ETRON TECHNOLOGY AMERICA, INC., GSI TECHNOLOGY, INC., HITACHI LTD., HITACHI CANADA, LTD., HITACHI AMERICA LTD., INTERNATIONAL BUSINESS MACHINES CORPORATION, IBM CANADA LTD., INTEGRATED DEVICE TECHNOLOGY, INC., INTEGRATED SILICON SOLUTION, INC., MITSUBISHI ELECTRIC CORPORATION, MITSUBISHI ELECTRIC SALES CANADA INC., MITSUBISHI ELECTRIC & ELECTRONICS USA, INC., SEIKO EPSON CORPORATION, EPSON CANADA, LIMITED, EPSON AMERICA, INC., EPSON ELECTRONICS AMERICA, INC., RENESAS ELECTRONICS CORPORATION *fka* RENESAS TECHNOLOGY CORPORATION, RENESAS ELECTRONICS CANADA LIMITED *fka* RENESAS TECHNOLOGY CANADA LIMITED, RENESAS ELECTRONICS AMERICA INC. *fka* RENESAS TECHNOLOGY AMERICA, INC. *fka* NEC ELECTRONICS AMERICA INC., SHARP CORPORATION, SHARP ELECTRONICS CORPORATION, SHARP ELECTRONICS OF CANADA LTD., SONY CORPORATION, SONY OF CANADA LTD., SONY CORPORATION OF AMERICA, SONY ELECTRONICS, INC., STMICROELECTRONICS N.V., STMICROELECTRONICS INC, STMICROELECTRONICS, INC, TOSHIBA CORPORATION, TOSHIBA OF CANADA LIMITED, TOSHIBA AMERICA INC., TOSHIBA AMERICA ELECTRONIC COMPONENTS, INC., and WINBOND ELECTRONICS CORPORATION AMERICA, INC.

Proceeding under the Class Proceedings Act, 1992

ORDER
(Re Etron Settlement Approval)

THIS MOTION, made by the Plaintiff in the Ontario Action for an order approving the Settlement Agreement, was heard December 11, 2015 at Toronto, Ontario.

ON READING the materials filed, including the affidavits of Reidar Mogerman, David Bratton and Charles Wright, filed, and on hearing the submissions of counsel for the Plaintiff in the Ontario Action and the Settling Defendants,

1. THIS COURT ORDERS that except to the extent they are modified by this Order, the definitions set out in the settlement agreement reached with Etron Technology, Inc. and Etron Technology America, Inc. (collectively "Etron" or the "Settling Defendant") dated April 1, 2015 (the "Settlement Agreement") attached as **Schedule "A"** apply to and are incorporated into this Order.

2. THIS COURT ORDERS that in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.

3. THIS COURT ORDERS that the Settlement Agreement is fair, reasonable and in the best interests of the Settlement Class in the Ontario Action.

4. THIS COURT ORDERS that the Settlement Agreement is approved pursuant to s. 29 of the *Class Proceedings Act*, 1992, S.O. 1992, c.6 and shall be implemented in accordance with its terms.

5. THIS COURT ORDERS that the Settlement Agreement is incorporated by reference to and forms part of this Order and is binding upon the representative plaintiff and all Settlement Class Members in the Ontario Action.

6. THIS COURT ORDERS that upon the Effective Date,

(a) each Settlement Class Member in the Ontario Action shall consent and shall be deemed to have irrevocably consented to the dismissal as against the Releasees of any Other Actions he, she or it has commenced, without costs and with prejudice; and

(b) each Other Action commenced in Ontario by any Settlement Class Member in the Ontario Action shall be and is hereby dismissed against the Releasees, without costs and with prejudice.

7. THIS COURT ORDERS that this Order, including the Settlement Agreement, is binding upon each Settlement Class Member in the Ontario Action including those persons who are minors or mentally incapable.

8. THIS COURT ORDERS that upon the Effective Date, in accordance with s. 6.3(1) of the Settlement Agreement, each Releasor resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors covenants not to sue and undertakes not to make any claim in any way nor to threaten, commence, or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims. The use of the terms "Releasors", "Releasees" and "Released Claims" in this Order is a matter of form only for consistency with the Settlement Agreement.

9. THIS COURT ORDERS that upon the Effective Date, each Releasor shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any Releasee or any other person who may claim contribution or indemnity, or other claims over for relief, from any Releasee in respect of any Released Claim or any matter related thereto, except for the continuation of the Proceedings against the Non-Settling Defendants or named or unnamed co-conspirators who are not a Releasee.

10. THIS COURT ORDERS that all claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Proceedings or otherwise by any Non-Settling Defendant, any named or unnamed co-conspirators who are not Releasees or any other person or party, against a Releasee, or by a Releasee against a Non-Settling Defendant, or any named or unnamed co-conspirators who are not Releasees, are barred, prohibited and enjoined in accordance with the terms of this Order.

11. THIS COURT ORDERS that if, in the absence of paragraph 10 above, the Court determines that there is a right of contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise:

(a) the Plaintiff and the Settlement Class Members in the Ontario Action shall not be entitled to claim or recover from the Non-Settling Defendants and/or named or unnamed co-conspirators that are not Releasees that portion of any damages (including punitive damages, if any),

restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to s. 36 of the *Competition Act*) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;

(b) the Plaintiff and the Settlement Class Members in the Ontario Action shall limit their claims against the Non-Settling Defendants and/or named or unnamed co-conspirators that are not Releasees, and shall be entitled to recover from the Non-Settling Defendants and/or named or unnamed co-conspirators that are not Releasees, only those claims for damages, costs and interest attributable to the aggregate of the several liability of the Non-Settling Defendants and/or named or unnamed co-conspirators that are not Releasees to the Plaintiff and the Settlement Class Members in the Ontario Action, if any, and, for greater certainty, the Settlement Class Members in the Ontario Action shall be entitled to claim and recover on a joint and several basis as between the Non-Settling Defendants and/or named or unnamed co-conspirators who are not Releasees, to the extent provided by law; and

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

12. THIS COURT ORDERS that if, in the absence of paragraph 10 hereof, the Non-Settling Defendants would not have the right to make claims for contribution and indemnity or other claims over, whether in equity or in law, by statute or otherwise, from or against the Releasees, then nothing in this Order is intended to or shall limit, restrict or affect any arguments which the Non-Settling Defendants may make regarding the reduction of any assessment of damages, restitutionary award, disgorgement of profits or judgment against them in favour of the Settlement Class Members in the Ontario Action.

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

(a) documentary discovery and a list of documents in accordance with the Ontario Rules of Civil Procedure from the Settling Defendants;

(b) oral discovery of a representative of the Settling Defendants, the transcript of which may be read in at trial;

(c) leave to serve a notice to admit on the Settling Defendants in respect of factual matters; and/or

(d) the production of a representative of the Settling Defendants to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.

14. THIS COURT ORDERS that the Settling Defendants retain all rights to oppose any motion(s) brought under paragraph 13, nothing herein restricts the Settling Defendants from seeking a protective order to maintain the confidentiality and protection of proprietary information in respect of documents to be produced and/or for information obtained from discovery in accordance with paragraph 13. Notwithstanding any provision in this Order, on any motion brought pursuant to paragraph 13, the Court may make such orders as to costs and other terms as it considers appropriate.

15. THIS COURT ORDERS that a Non-Settling Defendant may effect service of the motion(s) referred to in paragraph 13 above on a Settling Defendant by service on Counsel for the Settling Defendants in the Ontario Action.

16. THIS COURT ORDERS that for purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Settling Defendants acknowledge the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement.

17. THIS COURT ORDERS that except as provided herein, this Order does not affect any claims or causes of action that any Settlement Class Member in the Ontario Action has or may have against the Non-Settling Defendants or unnamed co-conspirators who are not Releasees in the Ontario Action.

18. THIS COURT ORDERS that the Releasees have no responsibility and no liability whatsoever relating to:

(a) the administration of the Settlement Agreement;

(b) the administration, investment, or distribution of the Trust Account; or

(c) the Distribution Protocol;

(d) the payment of taxes on the monies in the Trust Account or the payment of taxes on any income earned by the Settlement Amount.

19. THIS COURT ORDERS that BC Counsel and the Claims Administrator shall hold the Settlement Amount, plus any accrued interest, in trust for the benefit of the Settlement Class and the Settling Defendants, and make only such payments therefrom as are provided for in the Settlement Agreement, pending further Orders of the Courts.

20. THIS COURT ORDERS that approval of the Settlement Agreement is contingent upon approval by the BC Court and the Quebec Court, and the terms of this Order shall not be effective unless and until the Settlement Agreement is approved by the BC Court and the Quebec Court. If such orders are not secured in British Columbia and Quebec, this Order shall be null and void and without prejudice to the rights of the parties to proceed with the Ontario Action and any agreement between the parties incorporated in this Order shall be deemed in any subsequent proceedings to have been made without prejudice.

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

22. THIS COURT ORDERS that except as aforesaid, the Ontario Action is hereby dismissed against the Settling Defendants without costs and with prejudice.

Perell, J.

JUSTICE

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

1361813

DEC 1 6 2015

AS DOCUMENT NO.:
À TITRE DE DOCUMENT NO.:
PER / PAR:

SCHEDULE A

CANADIAN SRAM CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT

Made as of April 1, 2015

Between

JEREMY SCHIMPF, DAVID BRATTON and COMMUNICATION MEGA-SAT INC.
(the "Plaintiffs")

and

ETRON TECHNOLOGY, INC., and ETRON TECHNOLOGY AMERICA, INC.
(the "Settling Defendants")

CANADIAN SRAM CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT

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CANADIAN SRAM CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT

RECITALS

A. WHEREAS the Proceedings have been commenced by the Plaintiffs in British Columbia, Quebec and Ontario which allege that the Settling Defendants participated in an unlawful conspiracy to raise, fix, maintain or stabilize the price of SRAM Products in Canada and/or to allocate markets and customers for the sale of SRAM in Canada, contrary to Part VI of the *Competition Act* and the common law and/or the civil law;

B. WHEREAS the Proceedings were certified and/or authorized for settlement purposes only against the Settled Defendants;

C. WHEREAS the deadline for Settlement Class Members to opt out of the Proceedings has passed;

D. WHEREAS there were no opt outs from the Proceedings;

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

F. WHEREAS the Plaintiffs, Class Counsel and the Settling Defendants agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by or evidence against the Settling Defendants or evidence of the truth of any of the Plaintiffs' allegations against the Settling Defendants, which allegations are expressly denied by the Settling Defendants;

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

H. WHEREAS the Settling Defendants do not hereby attorn to the jurisdiction of the Courts or any other court or tribunal in respect of any civil, criminal or administrative process except to

the extent that either of them has previously done so in the Proceedings and as is expressly provided in this Settlement Agreement with respect to the Proceedings;

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

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

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

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

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

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

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

Section 1 - Definitions

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

(1) ***Administration Expenses*** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Plaintiffs, Class Counsel or otherwise for the approval, implementation and operation of this Settlement Agreement, including the costs of notices and claims administration but excluding Class Counsel Fees.

(2) ***BC Action*** means the BC Action as defined in Schedule A.

(3) ***BC Class Proceedings Act*** means the *Class Proceedings Act*, R.S.B.C. 1996, c. 50.

(4) ***BC Counsel*** means Camp Fiorante Matthews Mogerman.

(5) ***BC Court*** means the Supreme Court of British Columbia.

(6) ***Claims Administrator*** means the firm proposed by Class Counsel and appointed by the Courts to administer the Settlement Amount in accordance with the provisions of this Settlement Agreement and the Distribution Protocol as approved by the Courts, and any employees of such firm.

(7) ***Class Counsel*** means Ontario Counsel, Quebec Counsel and BC Counsel.

(8) ***Class Counsel Fees*** include the fees, disbursements, costs, interest, and/or charges of Class Counsel, and any GST, HST and other applicable taxes or charges thereon, including any amounts payable by Class Counsel or the Settlement Class Members to any other body or person, including the Fonds d'aide aux recours collectif in Quebec.

(9) ***Class Period*** means January 1, 1998 to December 31, 2005.

(10) ***Common Issue*** in each Proceeding means: Did the Settling Defendants, or any of them, conspire to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, SRAM directly or indirectly in Canada during the Class Period? If so, what damages, if any, are payable by the Settling Defendants, or any of them to the Settlement Class Members?

(11) ***Counsel for the Settling Defendants*** means McCarthy Tétrault LLP.

(12) ***Courts*** means the Ontario Court, the Quebec Court and the BC Court.

(13) ***Date of Execution*** means the date on the cover page as of which the Parties have executed this Settlement Agreement.

(14) ***Defendants*** means the entities named as defendants in any of the Proceedings as set out in Schedule A, and any persons added as defendants in the Proceedings in the future. For greater certainty, Defendants includes the Settling Defendants and the Settled Defendants.

(15) ***Distribution Protocol*** means the plan for distributing the Settlement Amount and accrued interest, in whole or in part, as established by Class Counsel and as approved by the Courts.

(16) ***Effective Date*** means the date when Final Orders have been received from all Courts approving this Settlement Agreement and the Settlement Amount has been paid to the Claims Administrator.

(17) ***Excluded Person*** means each Defendant, the directors and officers of each Defendant, the subsidiaries or affiliates of each Defendant, the entities in which each Defendant or any of that Defendant's subsidiaries or affiliates have a controlling interest and the legal representatives, heirs, successors and assigns of each of the foregoing (no Person having validly and timely opted out of the Proceedings).

(18) ***Final Order*** means the later of a final judgment entered by a Court in respect of (i) the certification or authorization of a Proceeding as a class proceeding pursuant to this Settlement Agreement, and (ii) the approval of this Settlement Agreement, in either case once the time to appeal such judgment has expired without any appeal being taken, if an appeal lies, or once there has been affirmation of the certification or authorization of a Proceeding as a class proceeding and the approval of this Settlement Agreement upon a final disposition of all appeals.

(19) ***First Publication of Notice Date*** means the first date on which the notice referred to in Section 10 will be published.

(20) ***Non-Settling Defendant*** means any Defendant that is not a Settling Defendant or a Settled Defendant, and includes any Defendant that terminates its own settlement agreement in accordance with its terms or whose settlement otherwise fails to take effect for any reason, whether or not such settlement agreement is in existence at the Date of Execution.

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

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

(23) ***Ontario Counsel*** means Siskinds LLP and Sutts, Strosberg LLP.

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

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

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

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

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

(29) ***Proportionate Liability*** means the proportion of any judgment that, had they not settled, a Court would have apportioned to the Settling Defendants.

(30) ***Purchase Price*** means the sale price paid by Settlement Class Members for SRAM Products purchased during the Class Period.

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

(32) ***Quebec Code of Civil Procedure*** means *Code of Civil Procedure of Quebec*, R.S.Q., c.C-25.

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

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

(35) ***Released Claims*** means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses (including Administration Expenses), penalties, and lawyers' fees (including Class Counsel Fees), known or unknown, suspected or unsuspected, in law, under statute or in equity, relating in any way to any conduct anywhere, from the beginning of time to the date hereof, in respect of the purchase, sale, pricing, discounting, marketing or distributing of SRAM Products or relating to any conduct alleged (or which was previously or could have been alleged) in the Proceedings including, without limitation, any such claims which have been asserted or could have been asserted directly or indirectly, whether in Canada or elsewhere, including without limitation, any claims for consequential, subsequent or follow-on harm that arises after the date hereof in respect of any agreement, combination or conduct that occurred prior to the date hereof. However, nothing herein shall be construed to release any claims that are not related to the allegations made in the Proceedings or Other Actions.

(36) ***Releasees*** means, jointly and severally, individually and collectively, the Settling Defendants and all of their present, future and former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, insurers, and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and their respective past, present and future officers, directors, employees, agents, shareholders, attorneys, trustees, servants and

representatives, and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing, excluding always the Non-Settling Defendants and the Settled Defendants.

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

(38) ***Settled Defendants*** means Micron Technology, Inc., Micron Semiconductor Products, Inc., Micron Semiconductor Canada, Inc., Samsung Electronics Co., Ltd., Samsung Semiconductor, Inc., and Samsung Electronics Canada Inc.

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

(40) ***Settlement Amount*** means CDN$150,000.00.

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

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

(43) ***Settling Defendants*** means Etron Technology, Inc., and Etron Technology America, Inc.

(44) ***SRAM*** means all types of static random access memory sold during the Class Period, including, without limitation, high speed SRAM, low-powered SRAM, synchronous SRAM (including both Late Write and DDR synchronous SRAM), asynchronous SRAM (including asynchronous fast SRAM), pseudo SRAM (also known as PSRAM or mobile PSRAM), DDR SRAM, cellular RAM, and slow SRAM.

(45) ***SRAM Products*** means SRAM and products containing SRAM.

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

Section 2– Settlement Approval

2.1 Best Efforts

(1) The Parties shall use their best efforts to effectuate this settlement and to secure the prompt, complete and final dismissal with prejudice of the BC Action and Ontario Action as against the Settling Defendants, and a prompt, complete and final declaration of settlement out of Court of the Quebec Action.

2.2 Motions Approving Notice and Seeking Certification or Authorization

(1) The Plaintiffs shall bring motions before the Courts, as soon as practicable after the Settlement Agreement is executed, for orders approving the notices described in Section 10, and certifying or authorizing each of the relevant Proceedings commenced in their respective jurisdictions as a class proceeding as against the Settling Defendants (for settlement purposes).

(2) The BC order approving the notices described in Section 10 and certifying the BC Action shall be substantially in the form attached hereto as Schedule B. The Ontario and Quebec orders approving the notices described in Section 10 and authorizing or certifying the relevant Proceedings shall be agreed upon by the Parties and shall mirror the substance and, where possible, the form of the BC order.

2.3 Motions for Approval of the Settlement

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

(a) the orders referred to in Section 2.2(2) are granted,

(b) the notices described in Section 10 have been published; and

(c) the deadline for objecting to the Settlement Agreement has expired.

(2) The BC order approving this Settlement Agreement shall be substantially in the form attached hereto as Schedule C. The Ontario and Quebec orders approving this Settlement Agreement shall be agreed upon by the Parties and shall mirror the substance and, where possible, the form of the BC order.

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

2.4 Pre-Motion Confidentiality

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

Section 3 - Settlement Benefits

3.1 Payment of Settlement Amount

(1) On or before April 7, 2015, or as otherwise agreed by Counsel, the Settling Defendants shall pay the Settlement Amount to BC Counsel in trust, to be held in the Trust Account in accordance with the terms of this Settlement Agreement unless otherwise ordered by the BC Court.

(2) The Settlement Amount shall be paid in full satisfaction of the Released Claims against the Releasees.

(3) The Settlement Amount shall be all-inclusive.

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

(5) The cost of disseminating the notices, and of preparing the translations, contemplated in Section 10 and Section 13.12 respectively of this Settlement Agreement, shall be paid out of the Settlement Amount once paid.

(6) Once a Claims Administrator has been appointed, BC Counsel shall transfer all funds in the Trust Account to the Claims Administrator.

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

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

3.2 Taxes and Interest

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

(2) Subject to Section 3.2(5) all Canadian taxes payable on any interest which accrues on the Settlement Amount in the Trust Account or otherwise in relation to the Settlement Amount shall be paid from the Trust Account.

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

(4) The Settling Defendants shall have no responsibility to make any filings relating to the Trust Account and will have no responsibility to pay tax on any income earned by the Settlement Amount or pay any taxes on the monies in the Trust Account.

(5) Notwithstanding Section 3.2(3) and (4), if this Settlement Agreement is terminated, the interest earned on the Settlement Amount in the Trust Account shall be paid to the Settling Defendants in accordance with Section 5.3 who, in such case, shall be solely responsible for the payment of all taxes on such interest.

Section 4– Distribution of the Settlement Amount and Accrued Interest

4.1 Distribution Protocol

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

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

4.2 No Responsibility for Administration or Fees

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

Section 5 - Termination of Settlement Agreement

5.1 Right of Termination

(1) In the event that:

(a) any Court declines to certify or authorize a Settlement Class;

(b) any Court declines to approve this Settlement Agreement or any material part hereof;

(c) any Court approves this Settlement Agreement in a materially modified form;

(d) any orders approving this Settlement Agreement made by the Ontario Court, the British Columbia Court or the Quebec Court do not become Final Orders or are issued in a materially modified form; or

(e) the Settlement Amount is not paid in accordance with Section 3.1(1);

each of the Settling Defendants, Class Counsel, and the Plaintiffs shall have the right to terminate this Settlement Agreement and, except as provided for in Section 5.4, if the Settling Defendants, Class Counsel or the Plaintiffs exercise their right to terminate, the Settlement Agreement shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.

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

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

(b) the Distribution Protocol,

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

5.2 If Settlement Agreement is Terminated

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

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

(b) any prior order certifying or authorizing a Proceeding as a class proceeding on the basis of the Settlement Agreement, or approving this Settlement Agreement shall be set aside and declared null and void and of no force or effect, and the parties shall be estopped as against each other from relying on any such order;

(c) any prior certification or authorization of a Proceeding as a class proceeding on the basis of this Settlement Agreement, including the definitions of the Settlement Class and the Common Issue pursuant to this Settlement Agreement, shall be without prejudice to any position that any of the Parties may later take on any issue in the Proceedings or any other litigation; and

(d) within ten (10) days of such termination having occurred, Class Counsel shall destroy all documents or other materials provided by the Settling Defendants under this Settlement Agreement or containing or reflecting information derived from such documents or other materials received from the Settling Defendants and, to the extent Class Counsel has disclosed any documents or information provided by the Settling Defendants to any other person, shall recover and destroy such documents or information. Class Counsel shall provide the Settling Defendants with a written certification by Class Counsel of such destruction. Nothing contained in this paragraph shall be construed to require Class Counsel to destroy any of their work product. However, any documents or information provided by the Settling Defendants, or received from the Settling Defendants in connection with this Settlement Agreement, may not be disclosed to any person in any manner or used, directly or indirectly, by Class Counsel or any other person in any way for any reason, without the express prior written permission of the Settling Defendants. Class Counsel shall take appropriate steps and precautions to ensure and maintain the confidentiality of such documents, information and any work product of Class Counsel; and

(e) neither this Settlement Agreement nor any actions taken pursuant to it shall be considered attornment to the jurisdiction of the Courts by any of the Settling Defendants.

5.3 Allocation of Monies in the Trust Account Following Termination

(1) If the Settlement Agreement is terminated, BC Counsel or the Claims Administrator, as the case may be, shall return to the Settling Defendants all monies in the Trust Account including interest but less the costs of notice expended in accordance with Section 10 and Section 12 up to a maximum of $30,000 and less the cost of translations required under Section 13.12 up to a maximum of $7,750.

5.4 Survival of Provisions After Termination

(1) If this Settlement Agreement is terminated, the provisions of Sections 3.1(7),3.1(8), 3.2(3), 3.2(5), 5.2(1), 5.3, 5.4(1), 8.1, 8.2, and 13.6, and the definitions and Schedules applicable thereto shall survive the termination and continue in full force and effect. The definitions and

Schedules shall survive only for the limited purpose of the interpretation of Sections 3.1(5), 3.2(3), 5.2(1), 6.3, 8.1, 8.2, and 13.6 within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

Section 6– Releases and Dismissals

6.1 Release of Releasees

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

6.2 Release by Releasees

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

6.3 Covenant Not To Sue

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

6.4 No Further Claims

(1) The Releasors shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any Releasee or any other person who may claim contribution or indemnity from any Releasee in respect of any Released Claim or any matter related thereto, except for the continuation of the Proceedings against the Non-Settling Defendants or unnamed co-conspirators that are not Releasees or, if the

Proceedings are not certified or authorized, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling defendant or unnamed co-conspirator that is not a Releasee.

6.5 Dismissal of the Proceedings

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

(2) Upon the Effective Date, the Quebec Action shall be settled, without costs and without reservation as against the Settling Defendants

6.6 Dismissal of Other Actions

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

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

(3) Each member of the Quebec Settlement Class who makes a claim under this Settlement Agreement shall be deemed to irrevocably consent to the dismissal, without costs and without reservation, of his, her or its Other Actions against the Releasees.

(4) Each Other Action commenced in Quebec by a member of the Quebec Settlement Class who makes a claim under this Settlement Agreement shall be dismissed as against the Releasees, without costs and without reservation.

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

7.1 British Columbia and Ontario Bar Order

(1) Class Counsel shall seek bar orders from the BC Court and the Ontario Court providing for the following:

(a) all claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Proceedings, by any Non-Settling Defendant by any named or unnamed co-conspirators or by any other person or party, against a Releasee, or by a Releasee against any Non-Settling Defendant, are barred, prohibited and enjoined in accordance with the terms of this Section;

(b) if the BC or Ontario Court ultimately determines that there is a right of contribution and indemnity among the Defendants, the Plaintiffs and the Settlement Class Members in the relevant Proceeding shall not be entitled to claim or recover from the Non-Settling Defendants and/or named or unnamed co-conspirators that are not Releasees that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to s. 36 of the *Competition Act*) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;

(c) the Ontario and BC Plaintiffs and the Settlement Class Members in the relevant Proceeding shall limit their claims against the Non-Settling Defendants and/or unnamed co-conspirators that are not Releasees to, and shall be entitled to recover from the Non-Settling Defendants and/or unnamed co-conspirators that are not Releasees, only those claims for damages, costs and interest attributable to the aggregate of the several liability of the Non-Settling Defendants and/or unnamed co-conspirators that are not Releasees to the Ontario and BC Plaintiffs and the Settlement Class Members in the relevant Proceeding, if any, and, for greater certainty, the Settlement Class Members in the relevant Proceeding shall be entitled to claim and recover on a joint and several basis as between the Non-Settling Defendants and/or unnamed co-conspirators that are not Releasees, to the extent provided by law;

(d) the Ontario and BC Courts shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the relevant

Proceeding, whether or not the Releasees remain in the relevant Proceeding or appear at the trial or other disposition, and the Proportionate Liability of the Releasees shall be determined as if the Releasees are parties to the relevant Proceeding and any determination by this Court in respect of the Proportionate Liability of the Releasees shall only apply in the relevant Proceeding and shall not be binding on the Releasees in any other proceedings; and

(e) a Non-Settling Defendant may, on motion to the BC Court or to the Ontario Court, as applicable, determined as if the Settling Defendants remained parties to the relevant Proceedings, and on at least ten (10) days notice to Counsel for the Settling Defendants, and not to be brought unless and until the relevant Proceedings against the Non-Settling Defendants has been certified and all appeals or times to appeal have been exhausted, seek orders for the following:

(A) documentary discovery and an affidavit of documents in accordance with that Court's rules of procedure;

(B) oral discovery of a representative of the Settling Defendants, the transcript of which may be read in at trial;

(C) leave to serve a request to admit on the Settling Defendants in respect of factual matters; and/or

(D) the production of a representative of the Settling Defendants to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.

(f) the Settling Defendants retain all rights to oppose any motion brought pursuant to Section 7.1(1)(e), including any such motion brought at trial seeking an order requiring the Settling Defendants to produce a representative to testify at trial. Moreover, nothing herein restricts the Settling Defendants from seeking a protective order, to which the Plaintiffs shall not opose, to maintain the confidentiality and protection of proprietary information in respect of documents to be produced and/or for information obtained from discovery in accordance with Section 7.1(1)(e);

(g) on any motion brought pursuant to Section 7.1(1)(e), the BC or Ontario Court, as applicable, may make such orders as to costs and other terms as it considers appropriate;

(h) to the extent that such an order is granted and discovery is provided to a Non-Settling Defendant, a copy of all discovery provided, whether oral or documentary in nature, shall be provided by the Settling Defendants to the Plaintiffs and Class Counsel within ten (10) days of such discovery being provided to a Non-Settling Defendant;

(i) the BC and Ontario Courts will retain an ongoing supervisory role over the discovery process and the Settling Defendants will attorn to the jurisdiction of the BC and Ontario Courts for these (but no other) purposes; and

(j) a Non-Settling Defendant may effect service of the motion(s) referred to in Section 7.1(1)(e) on a Settling Defendant by service on Counsel for the Settling Defendants in the relevant Proceedings.

7.2 Quebec Waiver or Renunciation of Solidarity Order

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

(a) the Quebec Plaintiffs and the Settlement Class Members in the Quebec Action expressly waive and renounce the benefit of solidarity against the Non-Settling Defendants with respect to the facts, deeds or other conduct of the Releasees;

(b) the Quebec Plaintiffs and the Settlement Class Members in the Quebec Action shall henceforth only be able to claim and recover damages, including punitive damages, interests and costs (including investigative costs claimed pursuant to s. 36 of the *Competition Act*) attributable to the conduct of the Non-Settling Defendants, the sales by the Non-Settling Defendants, and/or other applicable measure of proportionate liability of the Non-Settling Defendants;

(c) any claims in warranty or any other claim or joinder of parties to obtain any contribution or indemnity from the Releasees or relating to the Released Claims shall be inadmissible and void in the context of the Quebec Action; and

(d) the ability of Non-Settling Defendants to seek discovery from the Settling Defendants shall be determined according to the provisions of the *Quebec Code of Civil Procedure*, and the Settling Defendants shall retain and reserve all of their rights to oppose such discovery under the *Quebec Code of Civil Procedure*.

7.3 Claims Against Other Entities Reserved

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

Section 8 – Effect of Settlement

8.1 No Admission of Liability

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

8.2 Agreement Not Evidence

(1) The Parties agree that, whether or not it is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to approve and/or enforce this Settlement Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law.

8.3 No Further Litigation

(1) No Class Counsel, nor anyone currently or hereafter employed by or a partner with Class Counsel, may participate or be involved in or in any way assist with respect to any claim made or action commenced by any person which relates to or arises from the Released Claims, except in relation to the continued prosecution of the Proceedings against any Non-Settling Defendant or unnamed co-conspirators that are not Releasees or, if the Proceedings are not certified or authorized, the continuation of the claims asserted in the Proceedings on an individual basis or otherwise against any Non-Settling Defendant or unnamed co-conspirator that is not a Releasee. Moreover, these persons may not divulge to anyone for any purpose any information obtained in the course of the Proceedings or the negotiation and preparation of this Settlement Agreement, except to the extent such information is otherwise publicly available or unless ordered to do so by a court.

(2) Section 8.3(1) shall be inoperative to the extent that it requires any lawyer who is a member of the Law Society of British Columbia to breach his or her obligations under sections 3.2-10 of the Law Society of British Columbia's *Code of Professional Conduct for British Columbia* by refraining from participation or involvement in any claim or action in a British Columbia court.

Section 9 – Certification or Authorization for Settlement Only

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

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

(3) The Parties agree that the certification or authorization of the relevant Proceedings as against the Settling Defendants for the purpose of implementing this Settlement Agreement, shall

not derogate in any way from the rights of the Plaintiffs as against the Non-Settling Defendants and other parties.

Section 10- Notice to Settlement Classes

10.1 Notices Required

(1) The proposed Settlement Classes shall be given a single notice of (i) the certification or authorization of the Proceedings as class proceedings as against the Settling Defendants for settlement purposes, (ii) the hearings at which the Courts will be asked to approve the Settlement Agreement and, (iii) if they are brought with the hearings to approve the Settlement Agreement, the hearings to request the Courts to approve Class Counsel Fees.

10.2 Form and Distribution of Notices

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

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

Section 11 – Administration and Implementation

11.1 Mechanics of Administration

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

Section 12 – Class Counsel Fees and Administrative Expenses

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

(2) The costs of the notices referred to in Section 10.1 and the translation referred to in Section 13.12 shall be paid by BC Counsel out of the Trust Account.

(3) Except as provided in Section 3.1(5) and Section 12(1), Class Counsel Fees and Administration Expenses may only be paid out of the Trust Account after the Effective Date.

(4) The Settling Defendants shall not be liable for any fees, disbursements or taxes of the lawyers, experts, advisors, agents, or representatives retained by Class Counsel, the Plaintiffs or the Settlement Class Members, any amounts to which the Fonds d'aide aux recours collectifs in Quebec may be entitled, or any lien of any Person on any payment to any Settlement Class Member from the Settlement Amount.

Section 13 - Miscellaneous

13.1 Motions for Directions

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

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

13.2 Releasees Have No Liability for Administration

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

13.3 Headings, etc.

(1) In this Settlement Agreement:

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

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

13.4 Computation of Time

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

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

(b) only in the case where the time for doing an act expires on a holiday, the act may be done on the next day that is not a holiday.

13.5 Ongoing Jurisdiction

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

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

(3) Notwithstanding Sections 13.5(1) and 13.5(2), the BC Court shall exercise jurisdiction with respect to implementation, administration, interpretation and enforcement of the terms of this Settlement Agreement. Issues related to the administration of this Settlement Agreement, the Trust Account, and other matters not specifically related to the claim of a Settlement Class

Member in the Ontario Action or a Settlement Class Member in the Quebec Action shall be determined by the BC Court.

13.6 Governing Law

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

13.7 Entire Agreement

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

13.8 Amendments

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

13.9 Binding Effect

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

13.10 Counterparts

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

13.11 Negotiated Agreement

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

13.12 Language

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

13.13 Transaction

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

13.14 Recitals

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

13.15 Schedules

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

13.16 Acknowledgements

(1) Each of the Parties hereby affirms and acknowledges that:

(a) he, she or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood the Settlement Agreement;

(b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her or the Party's representative by his, her or its counsel;

(c) he, she or the Party's representative fully understands each term of the Settlement Agreement and its effect; and

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

13.17 Authorized Signatures

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

13.18 Notice

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

For the Plaintiffs and for Class Counsel in the Proceedings:

J. J. Camp, Q.C. and
Reidar Mogerman

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

Harvey T. Strosberg, Q.C. and
Heather Rumble Peterson

SUTTS, STROSBERG LLP
600-251 Goyeau Street
Windsor, ON N9A 6V4
Tel: 1-800-229-5323
Fax: 1-866-316-5308
Email: harvey@strosbergco.com
hpeterson@strosbergco.com

Simon Hebert

BOUCHARD PAGÉ TREMBLAY, AVOCATS
S.E.N.C.
825, boulevard Lebourgneuf, 510
Québec (Québec) G2J 0B9

Tel: 418.622.6699
Fax: 418.628.1912
Email: simonhebert@bptavocats.com

Charles M. Wright and Andrea DeKay

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

Tel: 519-660-7753
Fax: 519-672-6065
Email: charles.wright@siskinds.com
andrea.dekay@siskinds.com

For the Settling Defendants:

Donald B. Houston
MCCARTHY TÉTRAULT LLP
Suite 5300, TD Bank Tower
Box 48, 66 Wellington Street West
Toronto ON M5K 1E6

Tel: 416 362 1812
Fax: 416 868 0673
Email: dhouston@mccarthy.ca

13.19 Date of Execution

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

JEREMY SCHIMPF, DAVID BRATTON and COMMUNICATION MEGA-SAT INC., on their own behalf and on behalf of the Settlement Class by their counsel

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

Signature of Authorized Signatory:
Name of Authorized Signatory: Heather Rumble Peterson
Sutts, Strosberg LLP
Ontario Class Counsel

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

Signature of Authorized Signatory:
Name of Authorized Signatory: Simon Hebert
Bouchard Pagé Tremblay, AVOCATS s.e.n.c.
Quebec Class Counsel

Etron Technology, Inc., and Etron Technology America, Inc. by their counsel

Signature of Authorized Signatory:
Name of Authorized Signatory: Donald B. Houston
McCarthy Tétrault LLP
Counsel for the Settling Defendants

JEREMY SCHIMPF, DAVID BRATTON and COMMUNICATION MEGA-SAT INC., on their own behalf and on behalf of the Settlement Class by their counsel

[redacted]

Signature of Authorized Signatory:
Name of Authorized Signatory: J.J. Camp, Q.C.
Camp Fiorante Matthews Mogerman

[redacted]

Signature of Authorized Signatory:
Name of Authorized Signatory: Heather Rumble Peterson
Sutts, Strosberg LLP
Ontario Class Counsel

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

Signature of Authorized Signatory:
Name of Authorized Signatory: Simon Hebert
Bouchard Pagé Tremblay, AVOCATS s.e.n.c.
Quebec Class Counsel

Etron Technology, Inc., and Etron Technology America, Inc., by their counsel

[redacted]

Signature of Authorized Signatory:
Name of Authorized Signatory: Donald B. Houston
McCarthy Tétrault LLP
Counsel for the Settling Defendants

JEREMY SCHIMPF, DAVID BRATTON and COMMUNICATION MEGA-SAT INC., on their own behalf and on behalf of the Settlement Class by their counsel

[redacted]

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

Signature of Authorized Signatory:
Name of Authorized Signatory: Heather Rumble Peterson
Sutts, Strosberg LLP

[redacted]

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

Signature of Authorized Signatory:
Name of Authorized Signatory: Simon Hebert
Bouchard Pagé Tremblay, AVOCATS s.e.n.c.
Quebec Class Counsel

Etron Technology, Inc., and Etron Technology America, Inc. by their counsel

[redacted]

Signature of Authorized Signatory:
Name of Authorized Signatory: Donald B. Houston
McCarthy Tétrault LLP
Counsel for the Settling Defendants

SCHEDULE "A"

The Proceedings

Court and File No.	Plaintiffs' Counsel	Plaintiff	Named Defendants	Settlement Class
BC Action				
Supreme Court of British Columbia (Vancouver Registry) (Court File No. S-070350)	Camp Fiorante Matthews Mogerman	Jeremy Schimpf	Samsung Electronics Co. Ltd., Samsung Semiconductor, Samsung Electronics Canada Inc., Hynix Semiconductor, Inc., Hynix Semiconductor America, Inc., Micron Technology, Inc., Micron Semiconductor Canada, Micron Semiconductor Products, Inc., Cypress Semiconductor Corporation, Cypress Semiconductor, Inc., *Etron Technology, Inc., Etron Technology America, Inc.*, Mitsubishi Electric Corporation, Mitsubishi Electric Sales Canada Inc., Mitsubishi Electric & Electronics USA, Inc., Renesas Electronics Corporation fka Renesas Technology Corporation, Renesas Electronics Canada Limited fka Renesas Technology Canada Limited, Renesas Electronics America Inc. fka Renesas Technology America, Inc. and NEC Electronics America, Inc., Toshiba Corporation, Toshiba of Canada Limited,	All persons resident in British Columbia who purchased SRAM or products which contained SRAM in the period from January 1, 1998 to December 31, 2005, except the Excluded Persons.

Court and File No.	Plaintiffs' Counsel	Plaintiff	Named Defendants	Settlement Class
			Toshiba America Corporation, Toshiba America Electronic Components, Inc.	
Ontario Action				
Ontario Superior Court of Justice (London) (CV-08-0035836800CP)	Siskinds LLP and Sutts, Strosberg LLP	David Bratton	Samsung Electronics Co. Ltd., Samsung Semiconductor, Inc., Samsung Electronics Canada, Inc., Hynix Semiconductor, Inc., Hynix Semiconductor America, Inc., Micron Technology, Inc., Micron Semiconductor Canada, Micron Semiconductor Products, Inc., NEC Corporation, NEC Electronics America, Inc., Cypress Semiconductor Corporation, Cypress Semiconductor, Inc., Alliance Semiconductor Corporation, Alliance Memory, Inc., Fujitsu Ltd., Fujitsu Canada, Inc., Fujitsu America, Inc., *Etron Technology America, Inc.*, GSI Technology, Inc., Hitachi Ltd.., Hitachi Canada, Ltd., Hitachi America, Ltd., International Business Machines Corporation, IBM Canada Ltd., Integrated Device Technology, Inc., Integrated Silicon Solution, Inc., Mitsubishi Electric Corporation, Mitsubishi Electric Sales Canada Inc., Mitsubishi Electric & Electronics USA, Inc., Seiko Epson Corporation, Epson Canada, Limited, Epson	All persons in Canada who purchased SRAM or products which contained SRAM in the period from January 1, 1998 to December 31, 2005, except the Excluded Persons and persons who are included in the Quebec Settlement Class and the BC Settlement Class.

Court and File No.	Plaintiffs' Counsel	Plaintiff	Named Defendants	Settlement Class
			America, Inc., Epson Electronics America, Inc., Renesas Technology Corporation, Renesas Technology Canada Limited, Renesas Technology America, Inc., Sharp Corporation, Sharp Electronics Corporation, Sharp Electronics of Canada Ltd., Sony Corporation, Sony of Canada Ltd., Sony Corporation of America, Sony Electronics, Inc., Stmicroelectronics N.V., Stmicroelectronics Inc., Stmicroelectronics, Inc., Toshiba Corporation, Toshiba of Canada Limited, Toshiba America Corporation, Toshiba America Electronic Components, Inc., Winbond Electronics Corporation America, Inc.	
Quebec Action				
Superior Court of Québec (Québec) (File No. 200-06-000083-074)	Bouchard Pagé Tremblay, AVOCATS s.e.n.c.	Communication Mega-Sat Inc.	NEC Corporation., NEC Electronics America, Inc., Samsung Electronics Co. Ltd., Samsung Semiconductor, Inc., Samsung Electronics Canada Inc., Hynix Semiconductor, Inc., Hynix Semiconductor America, Inc., Micron Semiconductor Products, Inc., Micron Technology, Inc., Micron Semiconductor Canada, Mitsubishi Electric & Electronics USA, Inc., Mitsubishi	All (i) individuals in Quebec and (ii) legal persons resident in Quebec established for a private interest, partnership or association, if at all times during the 12-month period between June 8, 2006 and June 8, 2007, which had

Court and File No.	Plaintiffs' Counsel	Plaintiff	Named Defendants	Settlement Class
			Electric Corporation, Mitsubishi Electric SALES Canada Inc., Renesas Technology America, Inc., Renesas Technology Corporation, Renesas Technology Canada Limited, Toshiba America Corporation, Toshiba America Electronic Components, Inc., Toshiba Corporation, Toshiba du Canada Ltée, Cypress Semiconductor Corporation, Cypress Semiconductor, Inc., Etron Technology America, Inc.	under its direction or control no more than 50 persons bound to it be a contract of employment who purchased SRAM or products which contained SRAM during the period January 1, 1998 to December 31, 2005, except the Excluded Persons.

SCHEDULE "B"

No. S-070350
Vancouver Registry

In the Supreme Court of British Columbia

Between:

Jeremy Schimpf

Plaintiff

and:

Samsung Electronics Co. Ltd., Samsung Semiconductor, Samsung Electronics Canada Inc., Hynix Semiconductor, Inc., Hynix Semiconductor America, Inc., Micron Technology, Inc., Micron Semiconductor Canada, Micron Semiconductor Products, Inc., Cypress Semiconductor Corporation, Cypress Semiconductor, Inc., Etron Technology, Inc., Etron Technology America, Inc., Mitsubishi Electric Corporation, Mitsubishi Electric Sales Canada Inc., Mitsubishi Electric & Electronics USA, Inc., Renesas Electronics Corporation *fka* Renesas Technology Corporation, Renesas Electronics Canada Limited *fka* Renesas Technology Canada Limited, Renesas Electronics America Inc. *fka* Renesas Technology America, Inc. and NEC Electronics America, Inc., Toshiba Corporation, Toshiba of Canada Limited, Toshiba America Corporation, Toshiba America Electronic Components, Inc.,

Defendants

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

**ORDER MADE AFTER APPLICATION REGARDING:
ETRON CERTIFICATION FOR SETTLEMENT AND
APPROVAL OF NOTICE OF SETTLEMENT APPROVAL HEARING**

BEFORE	)	THE HONOURABLE MR. JUSTICE MASUHARA	dd/mmm/yyyy

ON THE APPLICATION of the plaintiff coming on for hearing at the Courthouse, 800 Smithe Street, Vancouver, BC, on dd/mmm/yyyy and on hearing **[counsel appearing]**; and on reading the materials filed, including the Settlement Agreement;

THIS COURT ORDERS that:

1. Except to the extent they are modified by this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.

Certification for Settlement

2. The BC Action is certified as a class proceeding as against the Settling Defendants Etron Technology, Inc., and Etron Technology America, Inc. (collectively "Etron") for settlement purposes only.

3. The BC Settlement Class is defined as:

> All Persons resident in British Columbia who purchased SRAM or products which contained SRAM in the period from January 1, 1998 to December 31, 2005, except the Excluded Persons.

4. Jeremy Schimpf. is appointed as the representative plaintiff for the BC Settlement Class.

5. The BC Action is certified on the basis of the following issue common to the BC Settlement Class:

> Did the Settling Defendants, or any of them, conspire to fix, raise, maintain or stabilize the prices of, or allocate markets and customers for, SRAM directly or indirectly in Canada during the period from January 1, 1998 to December 31, 2005? If so, what damages, if any, are payable by the Settling Defendants, or any of them, to the Settlement Class Members?

6. The certification of the BC Action as against the Settling Defendants for settlement purposes pursuant to this Order, including the definition of the BC Settlement Class and the Common Issue, is without prejudice to the rights and defences of the Non-Settling Defendants in connection with the ongoing BC Action.

7. The deadline to opt out of the BC Action has passed and no member of the BC Settlement Class may opt out in the future.

8. This Order, including the Settlement Agreement, is binding upon each BC Settlement Class Member including those persons who are minors or mentally incapable and the

requirements of Rule 20-2 of the Supreme Court Civil Rules are dispensed with in respect of the BC Action.

Notices of Certification for Settlement and Settlement Approval Hearing

9. The long-form Notice of Certification and Settlement Approval Hearing in the form attached hereto as Schedule "A" is approved.

10. The short-form Notice of Certification and Settlement Approval Hearing in the form attached hereto as Schedule "B" is approved.

11. The Plan of Dissemination of the Notice of Certification and Settlement Approval Hearing in the form attached as Schedule "C" is approved and the Notice of Certification and Settlement Approval Hearings shall be disseminated in accordance with the Plan of Dissemination.

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

13. Endorsement of this Order by counsel for the Non-Settling Defendants and the Settled Defendants shall be dispensed with.

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

Signature of lawyer for the plaintiff

J.J. Camp, Q.C.

Signature of lawyer for Etron Technology, Inc., and Etron Technology America, Inc.

Donald B. Houston

By the Court

Registrar

SCHEDULE "C"

No. S-070350
Vancouver Registry

In the Supreme Court of British Columbia

Between:

Jeremy Schimpf

Plaintiff

and:

Samsung Electronics Co. Ltd., Samsung Semiconductor, Samsung Electronics Canada Inc., Hynix Semiconductor, Inc., Hynix Semiconductor America, Inc., Micron Technology, Inc., Micron Semiconductor Canada, Micron Semiconductor Products, Inc., Cypress Semiconductor Corporation, Cypress Semiconductor, Inc., Etron Technology, Inc., Etron Technology America, Inc., Mitsubishi Electric Corporation, Mitsubishi Electric Sales Canada Inc., Mitsubishi Electric & Electronics USA, Inc., Renesas Electronics Corporation *fka* Renesas Technology Corporation, Renesas Electronics Canada Limited *fka* Renesas Technology Canada Limited, Renesas Electronics America Inc. *fka* Renesas Technology America, Inc. and NEC Electronics America, Inc., Toshiba Corporation, Toshiba of Canada Limited, Toshiba America Corporation, Toshiba America Electronic Components, Inc.,

Defendants

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

ORDER MADE AFTER APPLICATION FOR APPROVAL OF ETRON SETTLEMENT AGREEMENT

BEFORE	)	THE HONOURABLE MR. JUSTICE MASUHARA	dd/mmm/yyyy

ON THE APPLICATION of the plaintiff coming on for hearing at the Courthouse, 800 Smithe Street, Vancouver, BC, on dd/mmm/yyyy and on hearing **[counsel appearing]**; and on reading the materials filed, including the Settlement Agreement;

THIS COURT ORDERS that:

1. Except to the extent they are modified by this Order, the definitions set out in the settlement agreement reached with Etron Technology, Inc., and Etron Technology America, Inc. (collectively "Etron" or the "Settling Defendants") dated ◆ (the "Settlement Agreement") attached as Schedule "A" apply to and are incorporated into this Order.

2. In the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.

3. The Settlement Agreement is fair, reasonable and in the best interests of the BC Settlement Class.

4. The Settlement Agreement is approved pursuant to s. 35 of the *Class Proceedings Act*, RSBC 1996, c. 50 and shall be implemented in accordance with its terms.

5. The Settlement Agreement is incorporated by reference to and forms part of this Order and is binding upon the representative plaintiff and all BC Settlement Class Members.

6. Upon the Effective Date,

(a) each BC Settlement Class Member shall consent and shall be deemed to have consented to the dismissal as against the Releasees of any Other Actions he, she or it has commenced, without costs and with prejudice; and

(b) each Other Action commenced in British Columbia by any BC Settlement Class Member shall be and is hereby dismissed against the Releasees, without costs and with prejudice.

7. This Order, including the Settlement Agreement, is binding upon each BC Settlement Class Member including those persons who are minors or mentally incapable.

8. Upon the Effective Date, in accordance with s. 6.3(1) of the Settlement Agreement, each Releasor resident in British Columbia covenants not to sue and undertakes not to make any claim in any way nor to threaten, commence, or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims. The use of

the terms "Releasors", "Releasees" and "Released Claims" in this Order is a matter of form only for consistency with the Settlement Agreement.

9. Upon the Effective Date, each Releasor shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any Releasee or any other person who may claim contribution or indemnity, or other claims over for relief, from any Releasee in respect of any Released Claim or any matter related thereto, except for the continuation of the Proceedings against the Non-Settling Defendants or named or unnamed co-conspirators who are not Releasees.

10. All claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Proceedings or otherwise by any Non-Settling Defendant, any named or unnamed co-conspirators who are not Releasees or any other person or party, against a Releasee, or by a Releasee against a Non-Settling Defendant, or any named or unnamed co-conspirators who are not Releasees, are barred, prohibited and enjoined in accordance with the terms of this Order.

11. If, in the absence of paragraph 10 above, the Court determines that there is a right of contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise:

(a) the BC Plaintiffs and the BC Settlement Class Members shall not be entitled to claim or recover from the Non-Settling Defendants and/or named or unnamed co-conspirators that are not Releasees that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to s. 36 of the *Competition Act*) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;

(b) the BC Plaintiffs and the BC Settlement Class Members shall limit their claims against the Non-Settling Defendants and/or named or unnamed co-conspirators that are not Releasees, and shall be entitled to recover from the Non-Settling Defendants and/or named or unnamed co-conspirators that are not Releasees, only those claims for damages, costs and interest attributable to the aggregate of the several liability of the Non-Settling Defendants and/or named or unnamed co-conspirators that are not Releasees to the BC Plaintiffs and the BC Settlement

Class Members, if any, and, for greater certainty, the BC Settlement Class Members shall be entitled to claim and recover on a joint and several basis as between the Non-Settling Defendants and/or named or unnamed co-conspirators who are not Releasees, to the extent provided by law; and

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

12. If, in the absence of paragraph 10 hereof, the Non-Settling Defendants would not have the right to make claims for contribution and indemnity or other claims over, whether in equity or in law, by statute or otherwise, from or against the Releasees, then nothing in this Order is intended to or shall limit, restrict or affect any arguments which the Non-Settling Defendants may make regarding the reduction of any assessment of damages, restitutionary award, disgorgement of profits or judgment against them in favour of the BC Settlement Class Members in the BC Action.

13. Subject to paragraph 14 hereof, a Non-Settling Defendant may, on application to this Court determined as if the Settling Defendants remained parties to the BC Action and on at least ten (10) days notice to Counsel for the Settling Defendants, and not to be brought unless and until the BC Action against the Non-Settling Defendants has been certified and all appeals or times to appeal have been exhausted, seek orders for the following:

(a) documentary discovery and a list of documents in accordance with the *Supreme Court Civil Rules* from the Settling Defendants;

(b) oral discovery of a representative of the Settling Defendants, the transcript of which may be read in at trial;

(c) leave to serve a notice to admit on the Settling Defendants in respect of factual matters; and/or

(d) the production of a representative of the Settling Defendants to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.

14. The Settling Defendants retain all rights to oppose such motion(s) brought under paragraph 13. Moreover, nothing herein restricts the Settling Defendants from seeking a protective order to maintain the confidentiality and protection of proprietary information in respect of documents to be produced and/or for information obtained from discovery in accordance with paragraph 13. Notwithstanding any provision in this Order, on any motion brought pursuant to paragraph 13, the Court may make such orders as to costs and other terms as it considers appropriate.

15. A Non-Settling Defendant may effect service of the motion(s) referred to in paragraph 13 above on the Settling Defendants by service on Counsel for the Settling Defendants in this action.

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

17. Except as provided herein, this Order does not affect any claims or causes of action that any BC Settlement Class Member has or may have against the Non-Settling Defendants or unnamed co-conspirators who are not Releasees in this action.

18. The Releasees have no responsibility for and no liability whatsoever relating to:

(a) the administration of the Settlement Agreement;

(b) the administration, investment, or distribution of the Trust Account; or

(c) the Distribution Protocol.

19. BC Counsel and the Claims Administrator shall hold the Settlement Amount, plus any accrued interest, in trust for the benefit of the Settlement Class and the Settling Defendants, and make only such payments therefrom as are provided for in the Settlement Agreement, pending further Orders of the Courts.

20. Approval of the Settlement Agreement is contingent upon approval by the Ontario Court and the Quebec Court, and the terms of this Order shall not be effective unless and until the Settlement Agreement is approved the Ontario Court and the Quebec Court. If such orders are not secured in Ontario and Quebec, this Order shall be null and void and without prejudice to the rights of the parties to proceed with the BC Action and any agreement between the parties incorporated in this Order shall be deemed in any subsequent proceedings to have been made without prejudice.

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

22. Except as aforesaid, the BC Action is hereby dismissed against the Settling Defendants without costs and with prejudice.

23. Endorsement of this Order by counsel for the Non-Settling Defendants and the Settled Defendants shall be dispensed with.

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

Signature of lawyer for the plaintiff

J.J. Camp, Q.C.

Signature of lawyer for Etron Technology, Inc., and Etron Technology America, Inc.

Donald B. Houston

By the Court

Registrar

BRATTON
Plaintiff

vs. SAMSUNG ELECTRONICS CO. LTD. et al.
Defendants

Court File No. CV-08-0035836800CP

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDINGS COMMENCED AT LONDON

Proceeding Under the *Class Proceedings Act, 1992*

ORDER
(ETRON SETTLEMENT APPROVAL)

Sutts, Strosberg LLP
600 Westcourt Place, 251 Goyeau Street
P.O. Box 670
Windsor ON N9A 6V4

Heather Rumble Peterson LSUC #24671V
Tel.: (519) 258-9333
Fax: (519) 258-9527

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

Charles M .Wright LSUC # 36599Q
Tel: (519) 672-2121
Fax: (519) 672-6065

Lawyers for the Plaintiff

FILE: 87.289.000
REF: HRP/lw