

**CANADIAN SRAM CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT**

Made as of April 30, 2013

Between

JEREMY SCHIMPF, DAVID BRATTON and COMMUNICATION MEGA-SAT INC.

(the "Plaintiffs")

and

SAMSUNG ELECTRONICS CO., LTD., SAMSUNG SEMICONDUCTOR, INC., and
SAMSUNG ELECTRONICS CANADA INC.

(the "Settling Defendants")

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RECITALS

- A. WHEREAS Proceedings have been commenced by the Plaintiffs in Ontario, Quebec and British Columbia which allege that the Settling Defendants participated in an unlawful conspiracy to raise, fix, maintain or stabilize the price of 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;
- 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 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 Releasees or evidence of the truth of any of the Plaintiffs' allegations against the Releasees, 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 the Releasees by the Plaintiffs and the Settlement Class in the Proceedings, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;
- 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 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 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 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 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 of the Proceedings as class proceedings against the Settling Defendants and now consent 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 classes they seek to represent and will seek to be appointed representative plaintiffs 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 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:

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- (1) **Administration Expenses** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Plaintiffs, Class Counsel or otherwise for the approval, implementation and operation of this Settlement Agreement, including the costs of notices and claims administration but excluding Class Counsel Fees.
- (2) **BC Action** means the BC Action as defined in Schedule A.
- (3) **BC Counsel** means Camp Fiorante Matthews Mogerma.
- (4) **BC Court** means the Supreme Court of British Columbia.
- (5) **Claims Administrator** means the firm proposed by Class Counsel and appointed by the Courts to administer the Settlement Amount in accordance with the provisions of this Settlement Agreement and the Distribution Protocol as approved by the Courts, and any employees of such firm.
- (6) **Class Counsel** means Ontario Counsel, Quebec Counsel and BC Counsel.
- (7) **Class Counsel Fees** include the fees, disbursements, costs, interest, and/or charges of Class Counsel, and any GST, HST and other applicable taxes or charges thereon, including any amounts payable by Class Counsel or the Settlement Class Members to any other body or person, including the Fonds d'aide aux recours collectifs in Quebec.
- (8) **Class Period** means January 1, 1998 to December 31, 2005.
- (9) **Common Issue** 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?
- (10) **Counsel** for the Settling Defendants means Blake, Cassels & Graydon LLP.
- (11) **Courts** means the Ontario Court, the Quebec Court and the BC Court.
- (12) **Date of Execution** means the date on the cover page as of which the Parties have executed this Settlement Agreement.

- (13) **Defendants** means the entities named as defendants in any of the Proceedings as set out in Schedule A, and any persons added as defendants in the Proceedings in the future. For greater certainty, Defendants includes the Settling Defendants and Settled Defendants.
- (14) **Distribution Protocol** means the plan for distributing the Settlement Amount and accrued interest, in whole or in part, as approved by the Courts.
- (15) **Effective Date** means the date when Final Orders have been received from all Courts approving this Settlement Agreement.
- (16) **Excluded Person** means each Defendant, the directors and officers of each Defendant, the subsidiaries or affiliates of each Defendant, the entities in which each Defendant or any of that Defendant's subsidiaries or affiliates have a controlling interest and the legal representatives, heirs, successors and assigns of each of the foregoing (no Person having validly and timely opted out of the Proceedings).
- (17) **Final Order** means the later of a final judgment entered by a Court (i) certifying or authorizing a Proceeding as a class proceeding pursuant to this Settlement Agreement, and (ii) approving 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.
- (18) **Non-Settling Defendant** means any Defendant that is not a Releasee 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.
- (19) **Ontario Action** means the Ontario Action as defined in Schedule A
- (20) **Ontario Counsel** means Siskinds LLP and Sutts, Strosberg LLP.
- (21) **Ontario Court** means the Ontario Superior Court of Justice.
- (22) **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.

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

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

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

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

(27) **Proportionate Liability** means the proportion of any judgment that, had they not settled, the Ontario or BC Court, as appropriate, would have apportioned to the Releasees.

(28) **Purchase Price** means the sale price paid by Settlement Class Members for SRAM Products purchased during the Class Period, less any rebates, delivery or shipping charges, taxes and any other form of discounts.

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

(30) **Quebec Counsel** means Siskinds Desmeules s.e.n.c.r.l.

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

(32) **Released Claims** means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages of any kind (including compensatory, punitive or other damages) whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses (including Administration Expenses), penalties, and lawyers' fees (including Class Counsel Fees), known or unknown, suspected or unsuspected, actual or contingent, and liquidated or unliquidated, in law, under statute or in equity, relating in any way to any conduct anywhere, from the beginning of time to the date hereof, in respect of the purchase, sale, pricing, discounting, marketing or distributing of SRAM or SRAM Products, or both 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 alleged product defect, breach of contract, or similar claim between the Parties that relates to SRAM or SRAM Products, or both but does not relate to an alleged unlawful conspiracy or other unlawful agreement or combination or as a result of or in connection with any other alleged unlawful horizontal or vertical anti-competitive conduct.

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

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

(35) **Settled Defendants** means Micron Technology, Inc., Micron Semiconductor Products, Inc. and Micron Semiconductor Canada, Inc.

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

(37) **Settlement Amount** means CDN\$1,500,000.

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

(39) **Settlement Class Member** means a member of a Settlement Class and excludes an Excluded Person.

(40) **Settling Defendants** means Samsung Electronics Co., Ltd., Samsung Semiconductor, Inc., and Samsung Electronics Canada Inc.

(41) **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.

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

(43) **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 or the Settling Defendants, as provided for in this Settlement Agreement.

(44) **U.S. Litigation** means the settled class action proceeding in the United States District Court for the Northern District of California, under the caption *In Re: Static Random Access Memory (SRAM) Antitrust Litigation* 07-MDL-1819, and includes all actions transferred by the Judicial Panel for Multidistrict Litigation for coordination.

Section 2 Settlement Approvals

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 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 11 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 Ontario order approving the notices described in Section 11 and certifying the Ontario Action shall be substantially in the form attached hereto as Schedule B. The BC and Quebec orders approving the notices described in Section 11 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 Ontario order.

2.3 Motions Seeking Approval of the Settlement

- (1) The Plaintiffs shall bring motions before the Courts for orders approving this Settlement Agreement, as soon as practicable after:
 - (a) the orders referred to in Section 2.2(2) have been granted,
 - (b) the notices described in Section 11(1).1 have been published; and
 - (c) the deadline for objecting to the Settlement Agreement has expired.
- (2) The Ontario order approving this Settlement Agreement shall be substantially in the form attached hereto as Schedule C. The BC 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 Ontario order.
- (3) This Settlement Agreement shall only become final on the Effective Date.

Section 3 Settlement Benefits

3.1 Payment of Settlement Amount

- (1) Within 45 days of the Execution Date, the Settling Defendants shall pay the Settlement Amount to BC Counsel to be held in the Trust Account in accordance with the terms of this Settlement Agreement unless otherwise ordered by the Courts.
- (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 Releasees shall have no obligation to pay any amount in addition to the Settlement Amount, for any reason, pursuant to or in furtherance of this Settlement Agreement or the Proceedings.
- (5) The Plaintiffs will timely pay any reasonable invoice rendered in respect of the cost of disseminating the notices contemplated in Section 11.1(1) or in respect of the costs of translation contemplated in Section 14.12(1). The Plaintiffs will be reimbursed for such disbursements from the Settlement Amount.

(6) Once a Claims Administrator has been appointed, BC Counsel shall transfer control of 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) 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 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, as appropriate, shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Amount in the Trust Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned by the Settlement Amount shall be paid from the Trust Account.

(4) 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 3.1(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 who, in such case, shall be responsible for the payment of all taxes on such interest.

Section 4 Cooperation

4.1 Extent of Cooperation

(1) Within thirty (30) days of the Effective Date, or at a time mutually agreed upon by the Parties, subject to any court order with respect to confidentiality and the other provisions of this Settlement Agreement, the Settling Defendants agree to use reasonable efforts to:

- (a) provide to Class Counsel existing electronic transactional data for direct sales by the Settling Defendants of SRAM delivered in Canada during the Class Period, to the extent that such data has not previously been produced in the BC Action or provided pursuant to Section 12.2(1). Counsel for the Settling Defendants agree to be reasonably available as necessary to respond to Class Counsel's questions regarding the electronic transactional data produced by the Settling Defendants;
- (b) provide to Class Counsel any transcripts or video recordings of all depositions of the Settling Defendants' employees, directors or officers taken in the course of the U.S. Litigation concerning the allegations raised in the Proceedings with respect to the Class Period;
- (c) to the extent not already provided in the BC Action, provide any pre-existing documents produced by the Settling Defendants in the U.S. Litigation concerning the allegations raised in the Proceedings with respect to the Class Period including, but not limited to any documents provided to counsel for the plaintiffs in the U.S Litigation pursuant to any settlement agreement entered into between the plaintiffs in the U.S. Litigation and the Settling Defendants;
- (d) to the extent not already provided in the BC Action , and not included in production under Section 4.1(1)(c), provide any pre-existing documents provided by the Settling Defendants to the United States Department of Justice, the European Commission, the Canadian Competition Bureau, or any other state, federal or international government or administrative agency, without geographic limitation, concerning the allegations raised in the Proceedings with respect to the Class Period, excluding privileged documents created for the purpose of being so provided; and
- (e) through a meeting between Counsel for the Settling Defendants and Class Counsel, provide an evidentiary proffer, which will include information originating with the

Settling Defendants and being within their possession relating to the allegations in the Proceedings with respect to the Class Period including, without limitation, information with respect to dates, locations, subject matter, and participants in any meetings or discussions between competitors relating to the purchase, sale, pricing, discounting, marketing or distributing of SRAM Products in Canada during the Class Period.

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

(3) Subject to the rules of evidence, any court order with respect to confidentiality and the other provisions of this Settlement Agreement, the Settling Defendants agree to use reasonable efforts to produce at trial and/or discovery or through acceptable affidavits or other testimony in the Proceedings, (i) a current representative qualified to establish for admission into evidence the Settling Defendants' sales of SRAM Products delivered in Canada during the Class Period; (ii) representatives qualified to establish for admission into evidence any of the Settling Defendants' documents and information provided as cooperation pursuant to Section 4.1(1) of this Settlement Agreement; and (iii) representatives qualified to establish for admission into evidence documents produced by other Defendants that were created by, sent to, or received by the Settling Defendants that Class Counsel and the Settling Defendants, acting reasonably, agree may be reasonably necessary for the prosecution of the Proceedings with respect to the Non-Settling Defendants and may be presented to the Courts. The failure of a specific officer, director or employee to agree to make him or herself available, or to otherwise cooperate with the Plaintiffs, shall not constitute a violation of this Settlement Agreement. The Plaintiffs shall be responsible for all reasonable expenses of any representative in relation to an attendance pursuant to this Section 4.1(3).

(4) The obligation to provide documents pursuant to this Section shall be a continuing obligation to the extent documents are identified following the initial productions pursuant to this Settlement Agreement.

(5) Nothing in this Settlement Agreement shall be construed to require the Settling Defendants to perform any act, including the transmittal or disclosure of any information, which would violate the law of this or any jurisdiction.

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

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

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

(9) The provisions set forth in this Section 4.1 are the exclusive means by which the Plaintiffs, Class Counsel and Settlement Class Members may obtain discovery or information or Documents from the Settling Defendants or their current or former officers, directors or employees. The Plaintiffs, Class Counsel and Settlement Class Members agree that they shall not pursue any other means of discovery against, or seek to compel the evidence of, the Settling Defendants or their current or former officers,

directors, employees, agents, or counsel, whether in Canada or elsewhere and whether under the rules or laws of this or any other Canadian or foreign jurisdiction. Notwithstanding the above in this Section 4.1(9), subject to the other provisions of this Settlement Agreement, the Plaintiffs are at liberty to exercise any rights they may have to seek to obtain discovery in the Proceedings of any current or former officer, director or employee of the Settling Defendants who is put forward to participate in employee interviews or provide testimony at trial or otherwise pursuant to Sections 4.1 (2) and (3) but who fails to cooperate in accordance with that Section and the provisions of this Settlement Agreement.

(10) A material factor influencing the Settling Defendants' decision to execute this Settlement Agreement is their desire to limit the burden and expense of this litigation. Accordingly, Class Counsel agree to exercise good faith in seeking cooperation from the Settling Defendants and agree not to seek information that is unnecessary, cumulative or duplicative and agree otherwise to avoid imposing undue or unreasonable burdens or expense on the Settling Defendants.

(11) The scope of the Settling Defendants' cooperation under this Settlement Agreement shall be limited to an alleged unlawful conspiracy to fix, raise, maintain or stabilize price, allocate markets or customers or restrict output or capacity, of SRAM Products sold during the Class Period.

4.2 Limits on Use of Documents

(1) It is understood and agreed that all documents made available or provided by the Settling Defendants to Plaintiffs and Class Counsel under this Settlement Agreement, shall be used only in connection with the prosecution of the claims in the Proceedings, and shall not be used directly or indirectly for any other purpose. Plaintiffs and Class Counsel agree they will not disclose the documents and information provided by the Settling Defendants beyond what is reasonably necessary for the prosecution of the Proceedings or as otherwise required by law. Class Counsel shall take reasonable precautions to ensure and maintain the confidentiality of such documents and information, and of any work product of Class Counsel that discloses such documents and information.

(2) It is further understood and agreed that any documents provided by the Settling Defendants may be confidential and may be designated "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" by the Settling Defendants (or may have already been so designated in the U.S. Litigation). Any such documents will be treated in a manner consistent with the Stipulated Protective Order granted in the U.S. Litigation.

(3) If the Plaintiffs or Class Counsel intends to produce or file in the Proceedings any Documents or other information provided by the Settling Defendants as cooperation under the Settlement Agreement (and such disclosure is not otherwise prohibited by the Settlement Agreement) which, at the time of being provided, were marked or designated by the Settling Defendants as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL”, Class Counsel shall provide the Settling Defendants with an advance description of the Documents or other information sought to be produced or filed in the Proceedings at least thirty (30) days in advance of the proposed production or filing, in order that the Settling Defendants may intervene for the purpose of obtaining a sealing or confidentiality order or similar relief.

(4) In the event that a Person applies for an order requiring the Plaintiffs or Settlement Class Members to disclose or produce any Documents or other information provided by the Settling Defendants as cooperation under this Settlement Agreement which, at the time of being provided, were marked or designated by the Settling Defendants as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL”, Class Counsel shall notify the Settling Defendants of such application promptly upon becoming aware of it in order that the Settling Defendants may intervene to oppose such disclosure or production. In no circumstances shall the Plaintiffs, Settlement Class Members or Class Counsel apply for or consent to such an application for disclosure or production.

Section 5 Distribution of the Settlement Amount and Accrued Interest

5.1 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 shall bring motions before the Courts for orders 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.

5.2 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.

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Section 6 Termination of Settlement Agreement

6.1 Rights of Termination

- (1) In the event that:
- (a) any Court declines to certify or authorize the Settlement Class;
 - (b) any Court declines to dismiss the Proceedings against the Settling Defendants and approve this Settlement Agreement or any material part hereof;
 - (c) any Court approves this Settlement Agreement in a materially modified form;
 - (d) the Parties do not reach agreement on the form and content of any order or notice required by this Settlement Agreement, or the agreed order or notice is approved by a Court in a materially modified form;
 - (e) any orders approving this Settlement Agreement made by the Ontario Court, the BC Court or the Quebec Court do not become Final Orders; or
 - (f) the Settlement Amount is not paid to BC Counsel in accordance with Section 3.1(1);

each of the Settling Defendants and the Plaintiffs shall have the right to terminate this Settlement Agreement by delivering a written notice pursuant to Section 14.18, within thirty (30) days following the event described above. Except as provided for in Section 6.4, if the Settling Defendants 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,
 - (b) the Distribution Protocol, or
 - (c) documentary confidentiality as provided in Sections 4.2(2), (3) and (4) above;

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.

(3) For greater certainty, the Plaintiffs and the Settling Defendants acknowledge and agree that they shall not rely on any current or future rulings or proceedings arising from or in connection with the appeals to the Supreme Court of Canada in *Samsung Electronics Co., Ltd., et al. v. Option Consommateurs, et al.* (Supreme Court of Canada No. 34617), in *Sun-Rype Products Ltd. v. Archer Daniels Midland Company* (Supreme Court of Canada No. 34283) or in *Pro-Sys Consultants Ltd. v. Microsoft Corporation* (Supreme Court of Canada No. 34282) as a material adverse change for the purpose of terminating this Settlement Agreement pursuant to Section 6.1(1) or otherwise at law.

6.2 If Settlement Agreement is Terminated

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

- (a) no motion to certify or authorize any of the Proceedings as a class proceeding on the basis of this Settlement Agreement or to approve this Settlement Agreement, which has not been decided, shall proceed;
- (b) any order certifying or authorizing a Proceeding as a class action on the basis of the Settlement Agreement or approving this Settlement Agreement shall be set aside and declared null and void and of no force or effect, and anyone shall be estopped from asserting otherwise;
- (c) any prior certification or authorization of a Proceeding as a class proceeding, including the definitions of the Settlement Class and the Common Issue pursuant to this Settlement Agreement, shall be without prejudice to any position that any of the Parties or Releasees may later take on any issue in the Proceedings or any other litigation; and
- (d) within ten (10) days of such termination having occurred, Class Counsel shall destroy all documents or other materials provided by the Settling 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.

6.3 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 11 and Section 13 up to a maximum of \$30,000 and less the cost of translations required under Section 14.12 up to a maximum of \$7,750.

6.4 Survival of Provisions After Termination

(1) If this Settlement Agreement is terminated or otherwise fails to take effect for any reason, the provisions of Sections 3.1(7), 3.1(8), 3.2(3), 3.2(5), 4.1(7), 6.2(1), 6.3(1), 6.4, 9.1(1), 9.2, 10(1), 12.2(4), 13(2) and 14.18(1), 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(7), 3.1(8), 3.2(3), 3.2(5), 4.1(7), 6.2(1), 6.3(1), 6.4, 9.1(1), 9.2, 10(1), 12.2(4), 13(2) and 14.18(1), within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

(2) The Settling Defendants and Plaintiffs expressly reserve all of their respective rights if this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason.

Section 7 Releases and Dismissals

7.1 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 Releasers forever and absolutely release the Releasees from the Released Claims that any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have.

7.2 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.

7.3 Covenant Not To Sue

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

7.4 No Further Claims

(1) The Releasers shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any Releasee or any other person who may claim contribution or indemnity, or other claims over relief, from any Releasee in respect of any Released Claim or any matter related thereto, 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.

7.5 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, and the Parties shall sign and file a declaration of settlement out of court with the Quebec Court.

7.6 Dismissal of Other Actions

- (1) Upon the Effective Date, each member of the Ontario Settlement Class and the BC Settlement Class 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.

7.7 Material Term

- (1) The releases contemplated in this section shall be considered a material term of the Settlement Agreement and the failure of any Court to approve the releases contemplated herein shall give rise to a right of termination pursuant to section 6.1 of the Settlement Agreement.

Section 8 Bar Order, Waiver of Solidarity Order and Other Claims

8.1 Ontario and British Columbia Bar Order

- (1) Bar orders shall be granted by the Ontario Court and the BC 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 or otherwise, by any Non-Settling Defendant, any named or unnamed co-conspirator that is not a Releasee or any other Person or party, against a Releasee, or by a Releasee against any Non-Settling Defendant or any named or unnamed co-conspirator that is not a Releasee, are barred, prohibited and enjoined in accordance with the terms of this Section (unless such claim is made in respect of a claim by a person who has validly opted out of the Proceedings);

- (b) if the Ontario Court or BC Court, as applicable, ultimately 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 Ontario and BC Plaintiffs and 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 section 36 of the *Competition Act*) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;
 - (B) the Ontario and BC Plaintiffs and 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 such 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 Ontario and BC Plaintiffs and Settlement Class Members, if any, and, for greater certainty, the Ontario and 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 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 the 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 proceeding;

- (c) a Non-Settling Defendant may, on motion to the Ontario or BC 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 Proceeding 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 from the Settling Defendants 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.
- (d) The Settling Defendants retain all rights to oppose any motion brought pursuant to Section 8.1(1)(c), 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 maintain confidentiality and protection of proprietary information in respect of documents to be produced and/or for information obtained from discovery in accordance with Section 8.1(1)(c);
- (e) on any motion brought pursuant to Section 8.1(1)(c), the Ontario or BC Court, as applicable, may make such orders as to costs and other terms as it considers appropriate;
- (f) 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;

- (g) the Ontario and BC Courts will retain an ongoing supervisory role over the discovery process and the Settling Defendants will attorn to the jurisdiction of the Ontario and BC Courts for these (but no other) purposes; and
- (h) a Non-Settling Defendant may effect service of the motion(s) referred to in Section 8.1(1)(c) on a Settling Defendant by service on Counsel for the Settling Defendants in the relevant Proceedings.

8.2 Quebec Waiver or Renunciation of Solidarity Order (Quebec “Bar Order”)

- (1) A waiver or renunciation of solidarity shall be granted by 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 *Code of Civil Procedure*, and the Settling Defendants shall retain and reserve all of their rights to oppose such discovery under the *Code of Civil Procedure*.

8.3 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 9 Effect of Settlement

9.1 No Admission of Liability

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

9.2 Agreement Not Evidence

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

9.3 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

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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 9.3(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 section 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 10 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 and the approval of this Settlement Agreement by the Courts.

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

(3) The Parties agree that the certification or authorization of the Proceedings as against the Settling 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.

Section 11 Notice to Settlement Classes

11.1 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 approve Class Counsel Fees and/or a Distribution Protocol.

(2) The proposed Settlement Classes shall also be given a notice of: (i) approval of the Settlement Agreement; and (ii) the Distribution Protocol.

11.2 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 12 Administration and Implementation

12.1 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.

12.2 Information and Assistance

- (1) The Settling Defendants will make reasonable efforts to compile a list of the names and addresses of persons, if any, in Canada who purchased SRAM from them or from the Releasees during the Class Period and the Purchase Price paid by each such person for such purchases.
- (2) The information required by Section 12.2(1) shall be delivered to the Class Counsel within fifteen (15) days of the Date of Execution, or at a time mutually agreed upon by the Parties. The information shall be delivered in Microsoft Excel or such other format as may be agreed upon by Counsel for the Settling Defendants and Class Counsel.
- (3) Class Counsel may use the information provided under Section 12.2(1):
 - (a) to facilitate the dissemination of the notices required in Section 11.1(1);
 - (b) to advise persons in Canada who purchased SRAM Products from the Settling Defendants or the Releasees during the Class Period of any subsequent settlement agreement reached in these Proceedings, any related approval hearings, and any other major steps in the Proceedings;
 - (c) to facilitate the claims administration process with respect to this Settlement Agreement and any other settlement agreement achieved in the Proceedings; and

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(d) as otherwise authorised under Section 4.

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

Section 13 Class Counsel Fees and Administration Expenses

(1) 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 11(1) and the translation referred to in Section 14.12(1) shall be paid by BC Counsel out of the Trust Account.

(3) Except as provided in Section 13(2), 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 14 Miscellaneous

14.1 Motions for Directions

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

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

14.2 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.

14.3 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.

14.4 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.

14.5 Ongoing Jurisdiction

(1) Each of the Courts shall retain exclusive jurisdiction over each Proceeding commenced in its jurisdiction, the Parties 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 14.5(1) and 14.5(2), the Ontario Court shall exercise jurisdiction with respect to implementation, administration, interpretation and enforcement of the terms of this Settlement Agreement and the Releasees, Plaintiffs and Settlement Class Members attorn to the jurisdictions of the Ontario Court for such purposes. Issues related to the administration of this Settlement Agreement, the Trust Account, and other matters not specifically related to the claim of a Settlement Class Member in the BC or Quebec Actions shall be determined by the Ontario Court.

(4) Notwithstanding Section 14.6(1), for matters relating specifically to the claim of a Settlement Class Member in the BC Action or the Quebec Action or to the BC or Quebec Action, the BC or Quebec Court, as applicable, shall apply the law of its own jurisdiction.

14.6 Governing Law

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

14.7 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.

14.8 Amendments

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

14.9 Binding Effect

(1) This Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiffs, the Settlement Class Members, the Settling 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 by the Plaintiffs shall be binding upon all Releasors and each and every covenant and agreement made by the Settling Defendants shall be binding upon all of the Releasees.

14.10 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.

14.11 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.

14.12 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 selected by Class Counsel shall prepare a French translation of the Settlement Agreement, the cost of which shall be paid from the Settlement Amount. In the event of any dispute as to the interpretation or application of this Settlement Agreement, only the English version shall govern.

14.13 Transaction

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

14.14 Recitals

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

14.15 Schedules

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

14.16 Acknowledgements

- (1) Each of the Parties hereby affirms and acknowledges that:
 - (a) he, she or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood the Settlement Agreement;
 - (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her or the Party's representative by his, her or its counsel;
 - (c) he, she or the Party's representative fully understands each term of the Settlement Agreement and its effect; and
 - (d) no Party has relied upon any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other Party, beyond the terms of this Settlement Agreement, with respect to the first Party's decision to execute this Settlement Agreement.

14.17 Authorized Signatures

- (1) Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement on behalf of the Parties identified above their respective signatures and their law firms.

14.18 Notice

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

For the Plaintiffs and for Class Counsel in the Proceedings:

Charles M. Wright 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

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

CAMP FIORANTE MATTHEWS MOGERMAN
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 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

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

Simon Hebert

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 Les promenades du Vieux-Quebec
 43 rue Buade, bureau 320
 Quebec City, QC G1R 4A2
 Tel: 418-694-2009
 Fax: 418-694-0281
 Email: simon.hebert@siskindsdesmeules.com

For the Settling Defendants:

Robert E. Kwinter and David T. Neave

BLAKE, CASSELS & GRAYDON LLP
 199 Bay Street
 Suite 4000, Commerce Court West
 Toronto ON M5L 1A9

Tel: 416.863.2400
 Fax: 416.863.2653
 Email: robert.kwinter@blakes.com
david.neave@blakes.com

14.19 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:

Charles M. Wright
Siskinds LLP
Ontario 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:

J.J. Camp, Q.C.
Camp Fiorante Matthews Mogerma
BC Class Counsel

Signature of Authorized Signatory:
Name of Authorized Signatory:

Simon Hebert
Siskinds Desmeules s.e.n.c.r.l.
Quebec Class Counsel

SAMSUNG ELECTRONICS CO., LTD., SAMSUNG SEMICONDUCTOR, INC., and SAMSUNG ELECTRONICS CANADA INC., by their counsel

Signature of Authorized Signatory:
Name of Authorized Signatory:

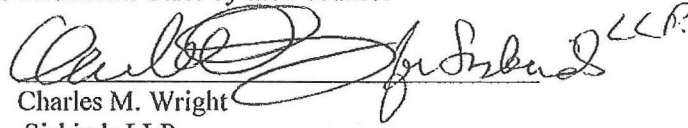
Robert E. Kwinter
Blake, Cassels & Graydon LLP
Counsel for the Settling Defendants

14.19 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:


Charles M. Wright
Siskinds LLP
Ontario 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:

J.J. Camp, Q.C.
Camp Fiorante Matthews Mogerman
BC Class Counsel

Signature of Authorized Signatory:
Name of Authorized Signatory:


Simon Hebert
Siskinds Desmeules s.e.n.c.r.l.
Quebec Class Counsel

SAMSUNG ELECTRONICS CO., LTD., SAMSUNG SEMICONDUCTOR, INC., and SAMSUNG ELECTRONICS CANADA INC., by their counsel

Signature of Authorized Signatory:
Name of Authorized Signatory:

Robert E. Kwinter
Blake, Cassels & Graydon LLP
Counsel for the Settling Defendants

14.19 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: Charles M. Wright
Siskinds LLP
Ontario 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: J.J. Camp, Q.C.
Camp Fiorante Matthews Mogerman
BC Class Counsel

Signature of Authorized Signatory: _____
Name of Authorized Signatory: Simon Hebert
Siskinds Desmeules s.e.n.c.r.l.
Quebec Class Counsel

SAMSUNG ELECTRONICS CO., LTD., SAMSUNG SEMICONDUCTOR, INC., and SAMSUNG ELECTRONICS CANADA INC., by their counsel

Signature of Authorized Signatory: _____
Name of Authorized Signatory:  Robert E. Kwinter
Blake, Cassels & Graydon LLP
Counsel for the Settling Defendants

SCHEDULE "A"

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 Mogerma	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, Toshiba America Corporation, Toshiba America Electronic Components, Inc.	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.
Ontario Action				
Ontario Superior Court of Justice (London) (CV-08-0035836800CP)	Siskinds LLP 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	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

{06029-001/00339884.1}

Court and File No.	Plaintiffs' Counsel	Plaintiff	Named Defendants	Settlement Class
			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 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.	who are included in the Quebec Settlement Class and the BC Settlement Class.
Quebec Action				
Superior Court of Québec (Québec) (File No. 200-06-	Siskinds Desmeules s.e.n.c.r.l.	Communication Mega-Sat Inc.	NEC Corporation., NEC Electronics America, Inc., Samsung Electronics Co. Ltd., Samsung Semiconductor, Inc.,	All (i) individuals in Quebec and (ii) legal persons resident in Quebec established for

Court and File No.	Plaintiffs' Counsel	Plaintiff	Named Defendants	Settlement Class
000120-074)			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 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.	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 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"

Court File No. CV-08-0035836800CP

ONTARIO

SUPERIOR COURT OF JUSTICE

THE HONOURABLE JUSTICE) DAY, THE DAY
PAUL M. PERELL) OF , 2013

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, 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 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.

Defendants

Proceeding under the *Class Proceedings Act*, 1992

**ORDER
(SAMSUNG CERTIFICATION FOR SETTLEMENT AND NOTICE)**

THIS MOTION, made by the Ontario Plaintiff for an Order certifying the Ontario Action as a class proceeding against Samsung Electronics Co., Ltd., Samsung Semiconductor, Inc., and Samsung {06029-001/00339884.1}

Electronics Canada Inc. (the “Settling Defendants”) and approving the short-form and long-form of the notice of settlement approval hearings and the method of dissemination of the said notices, was heard this day at Toronto, Ontario.

ON READING the materials filed, including the Settlement Agreement dated ●, 2013 attached to this Order as Schedule “A”, and on hearing the submissions of counsel for the Ontario Plaintiff and Counsel for the Settling Defendants,

AND ON BEING ADVISED that the Ontario Plaintiff and the Settling Defendants consent to this Order and the remaining Defendants do not oppose this Order,

1. **THIS COURT ORDERS AND DECLARES** that for the purposes of this Order the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.

Certification

2. **THIS COURT ORDERS** that the Ontario Action be certified as a class proceeding as against the Settling Defendants for settlement purposes only.

3. **THIS COURT ORDERS** that the Ontario Settlement Class is certified as follows:

All persons in Canada who purchased SRAM or products which contained SRAM in the period from January 1, 1998 to December 31, 2005, except Excluded Persons and persons who are included in the Quebec Settlement Class and the BC Settlement Class.

4. **THIS COURT ORDERS** that David Bratton be appointed as the representative plaintiff for the Ontario Settlement Class.

5. **THIS COURT ORDERS** that the following issue is common to the Ontario 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 Class Period? If so, what damages, if any, are payable by the Settling Defendants, or any of them to the Settlement Class Members?

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

7. **THIS COURT ORDERS** that this Order, including the Settlement Agreement, is binding upon each member of the Ontario Settlement Class including those persons who are minors or mentally incapable and the requirements of Rules 7.04(1) and 7.08(4) of the Rules of Civil Procedure are dispensed with in respect of the Ontario Actions.

8. **THIS COURT DECLARES** that the deadline to opt out of the Ontario Action has passed and no member of the Ontario Settlement Class may opt out in the future.

Approval of Notice

9. **THIS COURT ORDERS** that the long-form Notice of Certification and Settlement Approval Hearings is hereby approved substantially in the form attached hereto as Schedule “B”.

10. **THIS COURT ORDERS** that the short-form Notice of Certification and Settlement Approval Hearings is hereby approved substantially in the form attached hereto as Schedule “C”.

11. **THIS COURT ORDERS** that the plan of dissemination of the short-form and long-form Notice of Certification and Settlement Approval Hearings is hereby approved substantially in the form attached hereto as Schedule “D” and the Notice of Certification and Settlement Approval Hearings shall be disseminated in accordance with said plan of dissemination.

12. **THIS COURT ORDERS** that this Order is contingent upon parallel orders being made by the BC Court and the Quebec Court, and the terms of this Order shall not be effective unless and until such orders are made by the BC Court and the Quebec Court.

Date:

THE HONOURABLE JUSTICE PERELL

BRATTON et al.

Plaintiffs

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

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Lawyers for the Plaintiffs

FILE: 87.289.000
REF: HRP/lw

{06029-001/00339884.1}

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SCHEDULE "C"

COURT FILE NO. CV-08-0035836800CP

ONTARIO

SUPERIOR COURT OF JUSTICE

THE HONOURABLE JUSTICE) DAY, THE DAY
PAUL M. PERELL) OF , 2013

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, 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 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.

Defendants

Proceeding under the Class Proceedings Act, 1992

**ORDER
(SAMSUNG SETTLEMENT APPROVAL)**

THIS MOTION made by the Ontario Plaintiff for an Order approving the Settlement Agreement dated ●, 2013 entered into with the Defendants Samsung Electronics Co. Ltd., Samsung Semiconductor, Inc., and {06029-001/00339884.1}

Samsung Electronics Canada Inc. (the “Settling Defendants”), and dismissing the Ontario Action as against the Settling Defendants was heard this day at Toronto, Ontario.

ON READING the materials filed, including the Settlement Agreement which is attached to this Order as Schedule “A” (the “Settlement Agreement”);

AND ON HEARING the submissions of counsel for the Ontario Plaintiff, Counsel for the Settling Defendants, and counsel for some of the Non-Settling Defendants in the Ontario Action;

ON BEING ADVISED that the Ontario Plaintiff and the Settling Defendants consent to this Order, and the Non-Settling Defendants take no position on this Order;

1. THIS COURT ORDERS AND DECLARES that the definitions set out in the Settlement Agreement apply to and are incorporated into this Order. The following definitions shall also apply to this Order:

- (a) “Ontario Plaintiff” means David Bratton, the plaintiff in the Ontario Action;
- (b) “Ontario Settlement Class” and/or “Ontario Settlement Class Member” means:

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.

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

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

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

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 Ontario Settlement Class Members.

6. THIS COURT ORDERS AND DECLARES that, upon the Effective Date:

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

7. THIS COURT ORDERS AND DECLARES that upon the Effective Date, each Releasor:

- (a) has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims; and
- (b) shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any proceeding, cause of action, claim or demand against any Releasee or any other Person who may claim contribution or indemnity, or other claims over relief, from any Releasee, whether in equity or law, by statute or otherwise, 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 that are not Releasees.

8. THIS COURT ORDERS AND DECLARES that:

- (a) the use of the terms “Releasors” and “Released Claims” in this Order does not constitute a release of claims by those Ontario Settlement Class Members who are resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors; and
- (b) upon the Effective Date, each Ontario Settlement Class Member who is resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors covenants and undertakes not to make any claim in any way nor to threaten, commence, or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims.

9. 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 that is not a Releasee or any other

{06029-001/00339884.1}

Person or party, against a Releasee, or by a Releasee against any Non-Settling Defendant, or any named or unnamed co-conspirators that is not a Releasee, are barred, prohibited and enjoined in accordance with the terms of this Order (unless such claim is made in respect of a claim by a person who has validly opted out of the Proceedings).

10. THIS COURT ORDERS that if, in the absence of paragraph 9 hereof, 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 Ontario Plaintiffs and 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 section 36 of the *Competition Act*) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;
- (b) the Ontario Plaintiffs and 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 such 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 Ontario Plaintiffs and Settlement Class Members, if any, and, for greater certainty, the Ontario 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 Ontario 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 the Court in respect of the Proportionate Liability of the Releasees shall only apply in this action and shall not be binding on the Releasees in any other proceeding;

11. THIS COURT ORDERS that if, in the absence of paragraph 9 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 Ontario Settlement Class Members in the Ontario Action.

12. THIS COURT ORDERS that, subject to paragraph 13 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 an affidavit of documents from the Settling Defendants in accordance with the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194;
- (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.

13. THIS COURT ORDERS that the Settling Defendants retain all rights to oppose such motion(s) brought under paragraph 12 hereof. Moreover, nothing herein restricts the Settling Defendants from seeking a protective order to maintain confidentiality and protection of proprietary information in respect of documents to be produced and/or for information obtained from discovery in accordance with paragraph 12. Notwithstanding any provision in this Order, on any motion brought pursuant to paragraph 12, the Court may make such orders as to costs and other terms as it considers appropriate.

14. THIS COURT ORDERS that a Non-Settling Defendant may effect service of the motion(s) referred to in paragraph 12 above on the Settling Defendants by service on Counsel for the Settling Defendants in the Ontario Action.

15. THIS COURT ORDERS that, for purposes of administration and enforcement of the Settlement Agreement and of 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 subject to the terms and conditions set out in the Settlement Agreement.

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

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

- (a) the administration the Settlement Agreement;
- (b) the administration, investment, or distribution of the Trust Account; or
- (c) the Distribution Protocol.

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

19. THIS COURT ORDERS that the approval of the Settlement Agreement is contingent upon approval by the Quebec Court and the BC Court, and the terms of this Order shall not be effective unless and until the Settlement Agreement is approved by the Quebec Court and the BC Court. If such orders are not secured in Quebec and British Columbia, this Order shall be null and void and without prejudice to the rights of the parties to proceed with 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.

20. THIS COURT DECLARES 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.

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

Date:

THE HONOURABLE JUSTICE PERELL

BRATTON et al.

Plaintiffs

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

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REF: HRP/lw

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