

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE: CATHODE RAY TUBE (CRT))	MDL No. 1917
ANTITRUST LITIGATION)	
)	Case No. 3:14-cv-02058-JST
CRAGO d/b/a DASH COMPUTERS, INC., et)	
al., on its own behalf and on behalf of)	Master File No. 3:07-cv-05944-JST
similarly situated parties,)	
)	
Plaintiff,)	
)	
v.)	
)	
MITSUBISHI ELECTRIC CORPORATION,)	
et al.,)	
)	
Defendants.)	

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into this 16th day of November, 2016 by and between Mitsubishi Electric Corporation, Mitsubishi Electric US Inc., and Mitsubishi Electric Visual Solutions America, Inc. (collectively, the “Mitsubishi Electric Defendants”) and the direct-purchaser plaintiff class representatives (“Plaintiffs”), defined further herein, both individually and on behalf of a class of direct purchasers of Cathode Ray Tube (CRT) Products (“the Class”) as defined in Paragraph 1 below.

WHEREAS, Plaintiffs are prosecuting, and have prosecuted, the above-referenced *In Re Cathode Ray Tube (CRT) Antitrust Litigation*, MDL No. 1917 (N.D. Cal.) (the “Action”), on their own behalf and on behalf of the Class against, among others, the Mitsubishi Electric Defendants;

WHEREAS, Plaintiffs allege that the Mitsubishi Electric Defendants participated in an unlawful conspiracy to raise, fix, maintain, or stabilize the price of CRT Products at artificially high levels in violation of Section 1 of the Sherman Act;

WHEREAS, the Mitsubishi Electric Defendants deny Plaintiffs' allegations and have asserted defenses to Plaintiffs' claims;

WHEREAS, Plaintiffs have conducted an investigation into the facts and the law regarding the Action and have concluded that resolving claims against the Mitsubishi Electric Defendants according to the terms set forth below is in the best interest of Plaintiffs and the Class;

WHEREAS, the Mitsubishi Electric Defendants, despite their belief that they are not liable for the claims asserted and have good defenses thereto, have nevertheless agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to obtain the releases, orders, and judgment contemplated by this Agreement, and to put to rest with finality all claims that have been or could have been asserted against the Mitsubishi Electric Defendants, based on the allegations of the Action, as more particularly set out below;

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, it is agreed by and among the undersigned that the Action be settled, compromised, and dismissed on the merits with prejudice as to the Mitsubishi Electric Releasees, as defined below, and except as hereinafter provided, without costs as to Plaintiffs, the Class, or the Mitsubishi Electric Defendants, subject to the approval of the Court, on the following terms and conditions:

A. Definitions.

1. For purposes of this Agreement, “the Class” and “Class Period” are defined in the Court’s Order in this case certifying the direct purchaser class, dated July 8, 2015 (Dkt. 3902).

2. For purposes of this Agreement, “CRT Products” shall have the meaning as defined in the Court’s Order in this case certifying the direct purchaser class, dated July 8, 2015 (Dkt. 3902).

3. “Mitsubishi Electric Releasees” shall refer to the entities that are referred to collectively as “Mitsubishi” in paragraph 32 of the Second Amended Direct Purchaser Plaintiffs’ Class Action Complaint Against Mitsubishi Electric Defendants (dated August 6, 2015) (“SAC”), and to all of the Mitsubishi Electric Defendants’ respective past and present, direct and indirect, parents, subsidiaries, joint ventures regarding CRT products, including with NEC, and affiliates, and all of their respective past and present, direct and indirect, parents, subsidiaries, affiliates, unincorporated entities, divisions, and groups; the predecessors, successors and assigns of any of the above; and each and all of the present and former principals, partners, officers, directors, supervisors, employees, agents, representatives, insurers, attorneys, heirs, executors, administrators, and assigns of each of the foregoing. “Mitsubishi Electric Releasees” does not include any defendant in the Action other than the Mitsubishi Electric Defendants and those entities defined in the SAC as “Mitsubishi.”

4. “Class Member” means each member of the Class who has not timely elected to be excluded from the Class.

5. “Plaintiffs” shall mean Crago, d/b/a Dash Computers, Inc., Arch Electronics, Inc., Meijer, Inc., Meijer Distribution, Inc., Nathan Muchnick, Inc., Princeton Display Technologies, Inc., Radio & TV Equipment, Inc., Studio Spectrum, Inc., and Wettstein and Sons, Inc., d/b/a Wettstein’s, individually and as representatives of the Class.

6. "Releasers" shall refer to the direct-purchaser plaintiff Class representatives and the direct-purchaser plaintiff Class Members, and to their past and present officers, directors, employees, agents, stockholders, attorneys, servants, representatives, parents, subsidiaries, affiliates, partners, insurers, and the predecessors, successors, heirs, executives, administrators and assigns of any of the foregoing, as well as to anyone claiming by, for, or through the Releasers.

7. "The Settlement Fund" shall be \$75,000,000 specified in Paragraph 18 plus accrued interest on said deposits set forth in Paragraph 19.

8. "Lead Counsel" shall refer to:

Guido Saveri
R. Alexander Saveri
Saveri & Saveri, Inc.
706 Sansome Street
San Francisco, CA 94111

B. Approval of this Agreement and Dismissal of Claims Against the Mitsubishi Electric Defendants.

9. Plaintiffs and the Mitsubishi Electric Defendants shall use their best efforts to effectuate this Agreement, including cooperating in seeking the Court's approval for the establishment of procedures (including the giving of class notice under Federal Rules of Civil Procedure 23(e)) to secure the prompt, complete, and final dismissal with prejudice of the Action as to the Mitsubishi Electric Releasees only.

10. Plaintiffs shall submit to the Court a motion seeking preliminary approval of the Agreement and for authorization to disseminate notice of the settlement and final judgment contemplated by this Agreement to all Class Members identified by the parties (the "Motion"). The Motion shall include (i) a proposed form of, method for, and date of dissemination of notice; and (ii) a proposed form of order. The text of the foregoing items (i) and (ii) shall be agreed upon by Plaintiffs and Mitsubishi Electric Defendants before submission of the Motion, with the

understanding that, among other things, individual notice of the settlement shall be mailed by regular mail or email, with appropriate notice by publication, with all expenses paid from the Settlement Fund subject to Paragraph 20(a). The Motion shall recite and ask the Court to find, and the proposed form of order will state:

(a) The mailing of the notice of settlement to all members of the Class who can be identified upon reasonable effort constitutes valid, due and sufficient notice to the Class, constitutes the best notice practicable under the circumstances, and complies fully with the requirements of Federal Rule of Civil Procedure 23.

(b) Upon preliminary approval of the Agreement, the Court will stay the Action as to the Mitsubishi Electric Defendants and will not rule on any matters pertaining to the Mitsubishi Electric defendants except for any procedures necessary for the approval and implementation of this Agreement.

11. In accordance with 28 U.S.C. § 1715, the Mitsubishi Electric Defendants will serve upon the appropriate State officials of each State in which a class member resides and the appropriate Federal official, a notice of the Agreement no later than 10 days after it is filed with the court.

12. Plaintiffs shall seek, and the Mitsubishi Electric Defendants will not object unreasonably to the entry of, an order and final judgment (“Final Judgment”), the text of which Plaintiffs and the Mitsubishi Electric Defendants shall agree upon. The terms of that order and Final Judgment will include, at a minimum, the substance of the following provisions:

(a) Confirming and ratifying all provisions of the order preliminarily approving the Settlement, as set forth in Paragraph 10;

(b) vacate all scheduling orders pertaining to the Action, including the trial date in this case;

(c) vacate, and /or state that the Proposed Order of Special Master Walker dated August 29, 2016 is without present or future force or effect; and strike all pending motions before the Special Master, including the Plaintiffs' Motion to Compel Supplemental Privilege Log, dated June 9, 2016, Plaintiffs' Motion to Compel Supplemental Responses to the Plaintiffs' Requests for Admission, dated July 27, 2016, and Plaintiffs' Motion to Quash the Notice of Deposition Upon Written Questions of C.C. Liu, dated July 26, 2016;

(d) approving finally this Settlement and its terms as a fair, reasonable and adequate settlement as to the Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation according to its terms;

(e) an order, pursuant to Federal Rule of Civil Procedure 58 dismissing the Action with prejudice as to Mitsubishi Electric Releasees against all Class Members and without costs other than those provided for in this Agreement;

(f) an order reflecting the provisions of Paragraph 14 of this Agreement

(g) an order reflecting the provisions of Paragraph 32 of this Agreement; and

(h) determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment of dismissal as to the Mitsubishi Electric Releasees shall be final.

13. This Agreement shall become final for purposes of this Agreement when (i) the Court has entered a Final Judgment as described in Paragraph 12, and (ii) the time for appeal or to seek permission to appeal from the Court's Final Judgment described in (i) hereof has expired or, if appealed, the Final Judgment has been affirmed in its entirety by the Court of last resort to

which such appeal has been taken and such affirmance has become no longer subject to further appeal or review. It is agreed that the provisions of Rule 60 of the Federal Rules of Civil Procedure shall not be taken into account in determining the above-stated times. On the date that Plaintiffs and Mitsubishi Electric Defendants have executed this Agreement, Plaintiffs and Mitsubishi Electric Defendants shall be bound by its terms and this Agreement shall not be rescinded except in accordance with Paragraphs 19(h), 20(a), 27, or 28 of this Agreement.

14. Neither this Agreement (whether or not it should become final) nor the Final Judgment, nor any and all negotiations, documents and discussions associated with them, shall be deemed or construed to be an admission by Mitsubishi Electric Defendants (or the Mitsubishi Electric Releasees) or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by Mitsubishi Electric Defendants (or the Mitsubishi Electric Releasees), or of the truth of any of the claims or allegations contained in any complaint or any other pleading filed in the Action, and evidence thereof shall not be discoverable or used directly or indirectly, in any way, whether in the Action or in any other action or proceeding. Neither this Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any other action taken to carry out this Agreement by any of the settling parties shall be referred to, offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceedings, except in a proceeding to enforce this Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law.

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

15. In addition to the effect of the Final Judgment entered in accordance with this Agreement, upon this Agreement becoming final as set out in Paragraph 12 of this Agreement, and in consideration of payment of the Settlement Amount, as specified in Paragraph 18 of this Agreement, into the Settlement Fund, and for other valuable consideration, the Mitsubishi Electric

Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, judgments, actions, suits, causes of action, whether class, individual, or otherwise in nature (whether or not any Class Member has objected to the settlement or makes a claim upon or participates in the Settlement Fund, whether directly, representatively, derivatively or in any other capacity) that Releasors, or each of them, ever had, now has, or hereafter can, shall, or may have on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated claims, injuries, damages, and the consequences thereof in any way arising out of or relating in any way to any act or omission of the Mitsubishi Electric Releasees (or any of them) concerning the CRT Products that are the subject of the Plaintiffs' SAC up to the date of execution of this Agreement, including but not limited to any conduct alleged, and causes of action asserted or that could have been alleged or asserted, in any class action complaints filed in the Action (the "Released Claims").

Notwithstanding the generality of the foregoing, the term Released Claims does not include: (a) claims for product defect or personal injury or breach of contract arising in the ordinary course of business; (b) indirect purchaser claims for CRT Products that were not purchased directly from defendants or their alleged co-conspirators or (c) any foreign antitrust or competition law claims related to CRT Products that were not billed to or shipped to purchasers in the United States.

Releasors shall not, after the date of this Agreement, seek to establish liability against any Mitsubishi Electric Releasee based, in whole or in part, upon any of the Released Claims or conduct at issue in the Released Claims. The Released Claims are released regardless of the type of cause of action, common law principle, or statute under which they are asserted. Such claims are released whether asserted under any federal, state, international, foreign, or local antitrust, unfair competition, unfair practices, deceptive trade practices, price discrimination, unitary pricing,

common law unjust enrichment, trade practice, racketeering, or civil conspiracy law, or similar law or regulation of any jurisdiction within the United States or elsewhere.

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

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

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. Each Releasor may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are the subject matter of the provisions of Paragraph 15 of this Agreement, but each Releasor hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming final, any known or unknown, suspected or unsuspected, contingent or non-contingent claim with respect to the subject matter of the provisions of Paragraph 15 of this Agreement, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

17. The Releasors hereby covenant and agree that they shall not, hereafter, sue or otherwise seek to establish liability against any of the Mitsubishi Electric Releasees based, in whole or in part, upon any of the Released Claims.

D. Settlement Amount.

18. Subject to the provisions hereof, and in full, complete and final settlement of the Action as provided herein, Mitsubishi Electric Defendants shall pay the Settlement Amount

of \$75,000,000 in United States Dollars (the “Settlement Amount”). The Settlement Amount shall be paid into an escrow account in United States Dollars to be administered in accordance with the provisions of Paragraph 19 of this Agreement (the “Escrow Account”) thirty (30) days after execution of this Agreement. Under no circumstances will the Mitsubishi Electric Defendants be required to make any additional payments under this Agreement.

19. Escrow Account.

(a) The Escrow Account will be established at Citibank, N.A. - Citi Private Bank, San Francisco, California, with such Bank serving as escrow agent (“Escrow Agent”) subject to escrow instructions mutually acceptable to Plaintiffs’ Lead Counsel and Mitsubishi Electric Defendants, such escrow to be administered under the Court’s continuing supervision and control.

(b) The Escrow Agent shall cause the funds deposited in the Escrow Account to be invested in short-term instruments backed by the full faith and credit of the United States Government or fully insured in writing by the United States Government, or money market funds rated Aaa and AAA, respectively by Moody’s Investor Services and Standard & Poor’s, invested substantially in such instruments, and shall reinvest any income from these instruments and the proceeds of these instruments as they mature in similar instruments at their then current market rates.

(c) All funds held in the Escrow Account shall be deemed and considered to be in custodia legis of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Agreement and/or further order(s) of the Court.

(d) Plaintiffs and Mitsubishi Electric Defendants agree to treat the Settlement Fund as being at all times a qualified settlement fund within the meaning of Treas. Reg. § 1.468B-1. In addition, the Escrow Agent and/or claims administrator shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph 19, including the relation-back election (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent and/or claims administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

(e) For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the administrator shall be the Escrow Agent and/or claims administrator. The Escrow Agent and/or claims administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including without limitation the returns described in Treas. Reg. § 1.468B-2(k)(l)). Such returns (as well as the election described in Paragraph 19(d)) shall be consistent with Paragraph 17(d) and in all events shall reflect that all Taxes, as defined below (including any estimated Taxes, interest or penalties), on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in Paragraph 19(f) hereof.

(f) All (i) taxes (including any estimated taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any taxes or tax detriments that may be imposed upon Mitsubishi Electric Defendants or any other Mitsubishi Electric Releasee with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a qualified settlement fund for federal or state income tax

purposes (“Taxes”); and (ii) expenses and costs incurred in connection with the operation and implementation of Paragraphs 19(d) through 19(f) (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Paragraph 19(f) (“Tax Expenses”)), shall be paid out of the Settlement Fund.

(g) Neither Mitsubishi Electric Defendants nor any other Mitsubishi Electric Releasee nor their respective counsel shall have any liability or responsibility for the Taxes or the Tax Expenses. Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent and/or the claims administrator out of the Settlement Fund without prior order from the Court and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to any claimants authorized by the Court any funds necessary to pay such amounts including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)). Neither Mitsubishi Electric Defendants nor any other Mitsubishi Electric Releasee is responsible nor shall they have any liability therefor. Plaintiffs and Mitsubishi Electric Defendants agree to cooperate with the Escrow Agent, the claims administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of Paragraphs 19(d) through 19(f).

(h) If this Agreement does not receive final Court approval, then all amounts paid by Mitsubishi Electric Defendants into the Settlement Fund (other than costs expended in accordance with Paragraph 20(a)) shall be returned to Mitsubishi Electric Defendants from the

Escrow Account by the Escrow Agent along with any interest accrued thereon within thirty (30) calendar days.

20. Payment of Expenses.

(a) Mitsubishi Electric Defendants agree to permit use of a maximum of \$300,000 of the Settlement Fund towards notice to the class and the costs of administration of the Settlement Fund set forth in Paragraph 19. The \$300,000 in notice and administration expenses are not recoverable if this settlement does not become final to the extent such funds are expended for notice and administration costs. Lead counsel shall keep records of any such notice and administration expenses and may be required to provide accounts of such expenses to the Court. Other than as set forth in this Paragraph 20(a), neither Mitsubishi Electric Defendants nor any of the other Mitsubishi Electric Releasees under this Agreement shall be liable for any of the Plaintiffs' costs or expenses of the litigation of the Action, including attorneys' fees; fees and expenses of expert witnesses and consultants of Plaintiffs; and Plaintiffs' costs and expenses associated with discovery, motion practice, hearings before the Court or any Special Master, appeals, trials or the negotiation of other settlements, or for Class administration and costs. Plaintiffs do not and will not seek monetary sanctions against the Mitsubishi Electric Defendants.

(b) If Lead Counsel enter into any other settlements on behalf of the Class before notice of this Agreement is given to the Class, Lead Counsel shall use its reasonable best efforts to provide a single notice to prospective Class members of all of the settlements.

E. The Settlement Fund.

21. Releasors shall look solely to the Settlement Fund for settlement and satisfaction against the Mitsubishi Electric Releasees of all Released Claims, and shall have no other recovery against Mitsubishi Electric Defendants or any other Mitsubishi Electric Releasee.

22. After this Agreement becomes final within the meaning of Paragraph 12, the Settlement Fund shall be distributed in accordance with a plan to be submitted at the appropriate time by Plaintiffs, subject to approval by the Court. In no event shall any Mitsubishi Electric Releasee have any responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, or administration of the Settlement Fund, including, but not limited to, the costs and expenses of such distribution and administration or any costs associated with the Escrow, with the sole exception of the provisions set forth in Paragraph 20(a) of this Agreement.

23. Plaintiffs and Class Counsel shall be reimbursed and indemnified solely out of the Settlement Fund for all expenses. The Mitsubishi Electric Releasees shall not be liable for any costs, fees, or expenses of any of Plaintiffs' or the Class' respective attorneys, experts, advisors, agents, or representatives, but all such costs, fees, and expenses as approved by the Court shall be paid out of the Settlement Fund.

24. Class Counsel's Attorneys' Fees and Reimbursement of Expenses.

(a) Class Counsel may submit an application or applications to the Court (the "Fee and Expense Application") for distribution to them from the Settlement Fund and Mitsubishi Electric Defendants shall not oppose such application for: (i) an award of attorneys' fees not in excess of one-third of the Settlement Fund; plus (ii) reimbursement of expenses and costs incurred in connection with prosecuting the Action, plus interest on such attorneys' fees, costs and expenses at the same rate and for the same period as earned by the Settlement Fund (until paid) as may be awarded by the Court (the "Fee and Expense Award"). Class Counsel reserve the right to make additional applications for fees and expenses incurred, but in no event shall Mitsubishi Electric Releasees be responsible to pay any such additional fees and expenses except to the extent they are paid out of the Settlement Fund.

(b) The Fee and Expense Award, as approved by the Court, shall be paid solely from the Settlement Fund. After this Agreement becomes final within the meaning of Paragraph 12, the Fee and Expense Award shall be paid to Lead Counsel from the Escrow within ten (10) business days. Lead Counsel shall allocate the attorneys' fees among Class Counsel in a manner which it in good faith believes reflects the contributions of such counsel to the prosecution and settlement of the Action.

(c) The procedure for and the allowance or disallowance by the Court of the application by Class Counsel for attorneys' fees, costs and expenses to be paid out of the Settlement Fund are not part of this Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement, and any order or proceeding relating to the Fee and Expense Application, or any appeal from any such order shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the judgment approving the settlement.

(d) Neither Mitsubishi Electric Defendants nor any other Mitsubishi Electric Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to any payment to Class Counsel of any Fee and Expense Award in the Action.

(e) Neither Mitsubishi Electric Defendants nor any other Mitsubishi Electric Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to the allocation among Class Counsel, and/or any other person who may assert some claim thereto, of any Fee and Expense Award that the Court may make in the Action.

25. Upon entry of the preliminary approval order, Plaintiffs and the Mitsubishi Electric Defendants and their respective officers, directors, and employees need not respond to discovery requests or demands from Plaintiffs or otherwise participate in the Action during the

pendency of the Agreement. Neither Mitsubishi Electric Defendants nor Plaintiffs shall file motions against the other during the pendency of the Agreement. In the event that the Agreement is not approved by the Court, or otherwise terminates, Mitsubishi Electric Defendants and Plaintiffs will each be bound by and have the benefit of any rulings made in the Action to the extent they would have been applicable to Mitsubishi Electric Defendants or Plaintiffs had Mitsubishi Electric Defendants been participating in the Action.

26. Mitsubishi Electric Defendants and Plaintiffs agree not to disclose publicly or to any other plaintiff, defendant, or counsel the terms of this Agreement until this Agreement is submitted to the Court for approval.

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

27. If the Court refuses to approve this Agreement or any part hereof, or if such approval is modified or set aside on appeal, or if the Court does not enter the final judgment provided for in Paragraph 12 of this Agreement, or if the Court enters the final judgment and appellate review is sought, and on such review, such final judgment is not affirmed in its entirety, then Mitsubishi Electric Defendants and the Plaintiffs shall each, in their sole discretion, have the option to rescind this Agreement in its entirety. Written notice of the exercise of any such right to rescind shall be made according to the terms of Paragraph 37. A modification or reversal on appeal of any amount of Class Counsel's fees and expenses awarded by the Court from the Settlement Fund shall not be deemed a modification of all or a part of the terms of this Agreement or such final judgment.

28. In the event that this Agreement does not become final, then this Agreement shall be of no force or effect and any and all parts of the Settlement Fund caused to be deposited in the Escrow Account (including interest earned thereon) shall be returned forth with to Mitsubishi Electric Defendants less only disbursements made in accordance with Paragraph 20 of

this Agreement. Mitsubishi Electric Defendants expressly reserve all of their respective rights and defenses if this Agreement does not become final.

29. Further, and in any event, Plaintiffs and Mitsubishi Electric Defendants agree that this Agreement, whether or not it shall become final, and any and all negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrong doing whatsoever by Mitsubishi Electric Defendants (or the Mitsubishi Electric Releasees), or of the truth of any of the claims or allegations contained in the complaint or any other pleading filed in the Action, or by any person or entity in any other action, and evidence thereof shall not be discoverable or used directly or indirectly, in any way, whether in the Action or in any other action or proceeding. Further, this Agreement shall not be interpreted to acknowledge the jurisdiction of any court over any Mitsubishi Electric Defendants or concede the enforceability of any judgment against any Mitsubishi Electric Defendants in any court in any jurisdiction, except as specified in Paragraph 32 below.

30. This Agreement shall be construed and interpreted to effectuate the intent of the parties, which is to provide, through this Agreement, for a complete resolution of the relevant claims with respect to each Mitsubishi Electric Releasee as provided in this Agreement.

G. Miscellaneous.

31. This Agreement does not settle or compromise any claim by Plaintiffs or any Class Member included in the Class, against any defendant or alleged co-conspirator other than the Mitsubishi Electric Releasees. All rights against such other defendants or alleged co-conspirators are specifically reserved by Plaintiffs and the Class. Mitsubishi Electric Defendants' sales to the Class shall not be removed from the Action.

32. The United States District Court for the Northern District of California shall retain jurisdiction, which shall be exclusive to the extent permitted by law, over the

implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of this Agreement that cannot be resolved by negotiation and agreement by Plaintiffs and Mitsubishi Electric Defendants. This Agreement shall be governed by and interpreted according to the substantive laws of the state of California without regard to its choice of law or conflict of laws principles.

33. This Agreement constitutes the entire, complete and integrated agreement among Plaintiffs and Mitsubishi Electric Defendants pertaining to the settlement of the Action against Mitsubishi Electric Defendants, and supersedes all prior and contemporaneous undertakings of Plaintiffs and Mitsubishi Electric Defendants in connection herewith. This Agreement may not be modified or amended except in writing executed by Plaintiffs and Mitsubishi Electric Defendants, and approved by the Court.

34. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Plaintiffs and Mitsubishi Electric Defendants. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by Plaintiffs, Lead Counsel or Class Counsel shall be binding upon all Class Members and Releasors. The Mitsubishi Electric Releasees (other than Mitsubishi Electric Defendants which are parties hereto) are third party beneficiaries of this Agreement and are authorized to enforce its terms applicable to them.

35. This Agreement may be executed in counterparts by Plaintiffs and Mitsubishi Electric Defendants, and a facsimile signature shall be deemed an original signature for purposes of executing this Agreement.

36. Neither Plaintiffs nor Mitsubishi Electric Defendants shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law,

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

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

38. Each of the undersigned signatories represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement, subject to Court approval.

Dated: November 16, 2016

For the Plaintiffs:

By: R. Alexander Saveri

Guido Saveri

R. Alexander Saveri

SAVERI & SAVERI, INC.

706 Sansome Street

San Francisco, CA 94111

Telephone: (415) 217-6810

Facsimile: (415) 217-6813

Email: guido@saveri.com

Email: rick@saveri.com

Dated November 16, 2016

Lead Counsel and Attorneys for the Class

For the Mitsubishi Electric Defendants:

mitsubishi electric corporation

By: _____

Terrence J. Truax, Its Attorney

Dated: November __, 2016

mitsubishi electric us, inc.

By: _____

Terrence J. Truax, Its Attorney

Dated: November __, 2016

mitsubishi electric visual solutions america, inc.

By: _____

Terrence J. Truax, Its Attorney

Dated: November __, 2016

Dated: November __, 2016

For the Plaintiffs:

By: _____
Guido Saveri
R. Alexander Saveri
SAVERI & SAVERI, INC.
706 Sansome Street
San Francisco, CA 94111
Telephone: (415) 217-6810
Facsimile: (415) 217-6813
Email: guido@saveri.com
Email: rick@saveri.com

Dated November __, 2016
Lead Counsel and Attorneys for the Class

For the Mitsubishi Electric Defendants:

MITSUBISHI ELECTRIC CORPORATION
By: _____
Terrence J. Truax, Its Attorney
Dated: November 16, 2016

MITSUBISHI ELECTRIC US, INC.
By: _____
Terrence J. Truax, Its Attorney
Dated: November 16, 2016

MITSUBISHI ELECTRIC VISUAL
SOLUTIONS AMERICA, INC.
By: _____
Terrence J. Truax, Its Attorney
Dated: November 16, 2016