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**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

IN RE: CATHODE RAY TUBE (CRT)  
ANTITRUST LITIGATION

Master File No. CV- 07-5944-SC

MDL No. 1917

This Document Relates to:

**ALL DIRECT PURCHASER ACTIONS**

**DIRECT PURCHASER PLAINTIFFS’  
MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT OF MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENTS WITH  
DEFENDANTS:**

- 1) CHUNGHWA PICTURE TUBES, LTD,  
AND;**
- 2) KONINKLIJKE PHILIPS  
ELECTRONICS N.V., PHILIPS  
ELECTRONICS NORTH AMERICA  
CORPORATION, PHILIPS  
ELECTRONICS INDUSTRIES  
(TAIWAN), LTD., AND PHILIPS DA  
AMAZONIA INDUSTRIA  
ELECTRONICA LTDA.**

Date: September 20, 2012

Time: 10:00 a.m.

Judge: Honorable Charles A. Legge (Ret.)

JAMS: Two Embarcadero Center, Suite 1500

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**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. INTRODUCTION**

Pursuant to Federal Rule of Civil Procedure 23(e) and the Court’s Order granting preliminary approval of the proposed settlements (Docket No. 1179), Direct Purchaser Class Plaintiffs (“Plaintiffs”) submit this memorandum in support of final approval of Class settlements reached with Defendants Chunghwa Picture Tubes, Ltd. and Chunghwa Picture Tubes (Malaysia) Sdn. Bhd. (“CPT”), and Koninklijke Philips Electronics N.V., Philips Electronics North America Corporation, Philips Electronics Industries (Taiwan), Ltd., Philips Electronics Industries Ltd., Philips Consumer Electronics Co., and Philips da Amazonia Industria Electronica Ltda. (“Philips”) (collectively, “Settling Defendants”).

The settlements with CPT and Philips provide for payments to the class in the amounts of \$10 million and \$15 million respectively for a complete release of all class members’ antitrust claims. Saveri Decl. Exhs 1, 2. The settlements also provide for extensive cooperation with Plaintiffs regarding the antitrust conspiracy alleged in the complaint. Saveri Decl. ¶¶ 19, 23. In addition, the sales of both companies remain in the case for the purpose of computing damages against the remaining non-settling defendants. *Id.* ¶¶ 13, 19.

On May 3, 2012, the Court certified the Settlement Class and preliminarily approved both the CPT and Philips Settlements. (Docket No. 1179). In addition, the Court 1) ordered that class members be provided notice of the Settlements; 2) set July 23, 2012 as the date for class members to opt-out of the Settlement Class or object to the Settlements; and 3) set September 20, 2012 as the date for the hearing on final approval of the Settlements. *Id.*

There are no objections to either the CPT or the Philips settlements. Sherwood Decl. ¶ 10.

Direct Purchaser Plaintiffs respectfully request the Court grant final approval of the Settlements on the grounds that each settlement is fair, adequate and reasonable to the class.

**II. FACTUAL AND PROCEDURAL HISTORY**

This multidistrict litigation arises from an alleged conspiracy to fix prices of Cathode Ray Tubes (“CRTs”). In November of 2007, the first direct purchaser plaintiff filed a class action complaint on behalf of itself and all others similarly situated alleging a violation of section one of

1 the Sherman Act, 15 U.S.C. § 1, and section four of the Clayton Act, 15 U.S.C. § 15. Thereafter,  
2 additional actions were filed in other jurisdictions, and the Judicial Panel on Multidistrict Litigation  
3 transferred all related actions to this Court on February 15, 2008. (Docket No. 122). On May 9,  
4 2008, Saveri & Saveri, Inc. was appointed Interim Lead Class Counsel for the nationwide class of  
5 direct purchasers. (Docket No. 282).

6 On March 16, 2009, the Direct Purchaser Plaintiffs filed their Consolidated Amended  
7 Complaint (“CAC”) alleging an over-arching horizontal conspiracy among the Defendants and  
8 their co-conspirators to fix prices for CRTs and to allocate markets and customers for the sale of  
9 CRTs in the United States from March 1, 1995 through November 25, 2007 (the “Class Period”).  
10 The Complaint alleges that Plaintiffs and members of the Class are direct purchasers of CRTs  
11 and/or CRT Finished Products from defendants and/or their subsidiaries and were injured because  
12 they paid more for CRTs and/or CRT Finished Products than they would have absent defendants’  
13 illegal conspiracy. (Compl. ¶¶ 213–221). Plaintiffs seek, among other things, treble damages  
14 pursuant to Section 4 of the Clayton Act, 15 U.S.C. §§ 15 and 22. (Compl., Prayer for Relief).

15 Defendants filed several motions to dismiss the CAC on May 18, 2009. (See Docket Nos.  
16 463–493). On February 5, 2010 this court issued its rulings denying in part and granting in part  
17 Defendants’ motions to dismiss (Report, Recommendations and Tentative Rulings regarding  
18 Defendants’ Motions to Dismiss, Docket No. 597). After an appeal by defendants, Judge Conti on  
19 March 30, 2010 entered his order approving and adopting Judge Legge’s previous ruling and  
20 recommendations regarding Defendants’ Motions to Dismiss. (Docket No. 665). On April 29,  
21 2010, Defendants answered the CAC.

22 Thereafter, in May 2010, certain Defendants propounded interrogatories requesting  
23 Plaintiffs to identify what evidence they had about the existence of a conspiracy to fix the prices of  
24 CRT Products at the time they filed their complaints. Plaintiffs objected to these interrogatories as,  
25 among other things, premature “contention” interrogatories. Defendants moved to compel  
26 answers. On November 18, 2010, after a hearing, the Special Master ordered Plaintiffs’ to answer  
27 the interrogatories. (Report and Recommendations Regarding Discovery Motions, Docket No.  
28 810). On December 8, 2010, the court adopted the Special Master’s Report and Recommendation.

1 (Order Adopting Special Master's Report, Recommendation, and Tentative Rulings Regarding  
2 Discovery Motions, Docket No. 826). On January 31, 2011, Plaintiffs answered Defendants'  
3 interrogatories.

4 On March 21, 2011, certain Defendants moved for sanctions pursuant to Federal Rule of  
5 Civil Procedure 11 on the grounds that the allegations of a finished product conspiracy were  
6 without foundation and should be stricken from the complaint. (Certain Defendants' Motion for  
7 Sanctions Pursuant to Rule 11, Docket No. 880). On June 15, 2011, after a hearing, the Special  
8 Master recommended that the motion be granted and that Plaintiffs' allegations of a finished  
9 products conspiracy be stricken from the complaint. (Special Master Report and Recommendations  
10 on Motions Regarding Finished Products, Docket No. 947). The Special Master also  
11 recommended that "the issue of the possible impact or effect of the alleged fixing of prices of the  
12 CRTs on the prices of Finished Products shall remain in the case, and is a proper subject of  
13 discovery." *Id.* at p. 14.

14 On June 29, 2011, Defendants moved the Court to adopt the Special Master's Report and  
15 Recommendation. (Motion to Adopt Special Master's Report and Recommendation Regarding  
16 Finished Products, Docket No. 953). Plaintiffs' filed an objection to the Special Master's Report  
17 and Recommendation. (Direct Purchaser Plaintiffs' Objection to Report and Recommendation on  
18 Motions Regarding Finished Products, Docket No. 957). The Court set the matter for hearing on  
19 September 2, 2011. (Docket No. 968).

20 On August 26, 2011, before the hearing on the Special Master's Report and  
21 Recommendations Regarding Finished Products, the parties entered into a stipulation providing,  
22 among other things: 1) that the Special Master's recommended finding that Plaintiffs violated Rule  
23 11 be vacated; 2) that certain other aspects of the Special Master's recommendations be adopted;  
24 and 3) that Plaintiffs' "allegations of the Direct CAC purporting to allege a conspiracy  
25 encompassing Finished Products are Stricken from the Direct CAC, provided, however, that the  
26 issue of the possible impact or effect of the alleged fixing of prices of CRTs on the prices of  
27 Finished Products shall remain in the case." In addition, Plaintiffs agreed to withdraw "all  
28 discovery requests regarding or relating to information in support of the CRT Finished Product



1 Conspiracy claims,” and that “the issue of the purported impact or effect of the alleged fixing of  
2 prices of the CRTs on the prices of the Finished Products shall remain in the case and is a proper  
3 subject of discovery.” (Stipulation and Order Concerning Pending Motions Re: Finished Products,  
4 Docket No. 996).

5 On December 12, 2011 Defendants filed a joint motion for Summary Judgment against  
6 Direct Purchaser Plaintiffs who purchased CRT Finished Products. (Docket No. 1013). On  
7 February 24, 2012, Plaintiffs filed their Memorandum of Points and Authorities In Opposition to  
8 Defendants’ Motion For Partial Summary Judgment and supporting Declaration of R. Alexander  
9 Saveri under seal. (Docket No. 1057). The same day, the Direct Action Plaintiffs also filed an  
10 opposition to Defendants’ motion. On March 9, 2012, Defendants filed their Reply In Support of  
11 Motion For Summary Judgment (Docket No. 1083), and on March 20, 2012, the Court heard  
12 argument. On May 31, 2012, the Special Master issued his Report and Recommendation regarding  
13 Defendants’ Joint Motion For Summary Judgment recommending that the Court grant Defendants’  
14 motion for summary judgment and that judgment be entered against certain plaintiffs that  
15 purchased CRT Finished Products from defendants (“R&R”). (Docket No. 1221).

16 On June 12, 2012, the Direct Purchaser Plaintiffs, the Direct Action Plaintiffs, and the  
17 Defendants submitted a Stipulation notifying the Court, *inter alia*, that Plaintiffs’ intended to object  
18 to the R&R. (Docket No. 1228). On June 26, 2012, the Court issued an order establishing a  
19 briefing schedule requiring all parties to file their briefs by July 26, 2012 and setting a hearing for  
20 August 10, 2012. (Docket No. 1240). On June 28, 2012, the Court vacated the hearing. (Docket  
21 No. 1243). The parties filed their briefs as ordered; the Court has not ruled.

22 In September of 2008, the first of several stays prohibiting plaintiffs from obtaining merits  
23 discovery was entered by this Court. (Docket Nos. 379, 425, and 590). On June 4, 2008, Plaintiffs’  
24 propounded their First Set of Limited Document Requests. Thereafter, on March 12, 2010, after  
25 the partial stay of discovery was lifted, Plaintiffs propounded their Second Set of Document  
26 Requests and First Set of Interrogatories. After extensive meet and confers and several motions to  
27 compel, the Court issued its Report Regarding Case Management Conference No. 4 on October 27,  
28 2011 in which it set the middle of December, 2011 as the deadline for the completion of substantial

1 discovery by all parties. (Docket Nos. 1007, 1008). Plaintiffs have now received over 5 million  
2 pages of documents produced by Defendants.

3 On March 19, 2012, the Special Master issued the Scheduling Order and Order Re  
4 Discovery and Case Management Protocol. (Docket Nos. 1093, 1094). The Court entered both  
5 Orders on April 3, 2012. (Docket Nos. 1127, 1128). The Scheduling Order set August 30, 2013 as  
6 the date for completion of all fact and expert discovery. Beginning in June of 2012, after meeting  
7 and conferring with defendants regarding the scope and topics of 30(b)(6) witnesses, plaintiffs  
8 began taking 30(b)(6) depositions of the various defendants. To date, in coordination with the  
9 indirect purchasers, the Attorneys' Generals, and the opt-out plaintiffs, plaintiffs have deposed  
10 approximately twenty-five corporate representatives.

11 On May 3, 2012, the Court preliminarily approved the first two settlements reached in this  
12 case with: (1) Chunghwa Picture Tubes, Ltd. and Chunghwa Picture Tubes (Malaysia) Sdn. Bhd.  
13 ("CPT"), and (2) Koninklijke Philips Electronics N.V., Philips Electronics North America  
14 Corporation, Philips Electronics Industries (Taiwan), Ltd., and Philips Da Amazonia Industria  
15 Electronica Ltda. (collectively, "Philips"). The Court certified a Settlement Class for the CPT and  
16 Philips settlements, appointed Plaintiffs' Interim Lead Counsel as Settlement Class Counsel,  
17 approved the manner and form of providing notice of the settlements to class members, established  
18 a timetable for publishing class notice and set a hearing for final approval. (Docket No. 1179).

19 Plaintiffs have hired Gilardi & Co, LLC ("Gilardi") to serve as the Settlement  
20 Administrator for the direct purchaser class plaintiffs. On June 7, 2012, Gilardi mailed and e-  
21 mailed notice to each class member identified by the defendants. Sherwood Decl. ¶¶ 3–4. On June  
22 11, 2012, Summary Notice was published in The Wall Street Journal. *Id.* ¶ 8. A website was also  
23 established at [www.CRTDirectPurchaserAntitrustSettlement.com](http://www.CRTDirectPurchaserAntitrustSettlement.com), which contains copies of the  
24 Settlement Agreements, Class Notice and Preliminary Approval Order. *Id.* ¶ 6. The deadline for  
25 objections to the settlements or requests for exclusion from the Settlement Class was July 23, 2012.  
26 Gilardi received twenty-three (23) requests for exclusion from the Settlement Class and no  
27 objections. *Id.* ¶¶ 9, 10.

### 1                   **III.     THE TERMS OF THE SETTLEMENTS**

#### 2                   **A.     The CPT Settlement.**

3                   In exchange for dismissal with prejudice and a release of all claims asserted in the  
4                   Complaint, CPT has agreed to pay Ten Million Dollars (\$10 million) in cash. The settlement funds  
5                   have been paid and deposited into a separate interest bearing escrow account for the Direct  
6                   Purchaser Class. Saveri Decl. ¶ 17.

7                   In addition to monetary value, the Settlement provides significant additional benefits to the  
8                   Class. First, CPT has agreed to provide (and has provided) Plaintiffs with significant and valuable  
9                   cooperation in the prosecution of the case against the remaining defendants. CPT's obligations  
10                  include, among other things, producing in the United States relevant documents, making available  
11                  appropriate witnesses as are reasonably required for discovery, and producing witnesses at trial. *Id.*  
12                  ¶ 19. Second, CPT's sales remain in the case for purposes of computing damages against the non-  
13                  settling defendants. *Id.* ¶ 18.

14                 Upon the Settlement becoming final, Plaintiff and Class members will relinquish any  
15                 claims they have against CPT based, in whole or in part, on matters alleged or that might have been  
16                 alleged in this litigation. Saveri Decl. Ex. 1, CPT Settlement ¶ 13. The release, however, excludes  
17                 claims for product defects or personal injury. *Id.*

18                 The Settlement becomes final upon: (i) the Court's approval of the Settlement pursuant to  
19                 Rule 23(e) and the entry of a final judgment of dismissal with prejudice as to CPT; and (ii) the  
20                 expiration of the time for appeal or, if an appeal is taken, the affirmance of the judgment with no  
21                 further possibility of appeal. Saveri Decl. Ex. 1, CPT Settlement ¶ 11.

22                 Subject to the approval and direction of the Court, the Settlement payment, plus accrued  
23                 interest thereon, will be used to: (i) make a distribution to Class members in accordance with a  
24                 proposed plan of allocation to be approved by the Court (Saveri Decl. Ex. 1, CPT Settlement ¶ 20-  
25                 21); (ii) pay Class Counsel's attorneys' fees, costs, and expenses as may be awarded by the Court  
26                 (Saveri Decl. Ex. 1, CPT Settlement ¶ 22-23.); (iii) pay up to \$400,000 for Notice costs and future  
27                 costs incurred in the administration and distribution of the Settlement payments (Saveri Decl. Ex.  
28                 1, CPT Settlement ¶ 19(a)); and (iv) pay all taxes associated with any interest earned on the escrow

1 account. (Saveri Decl. Ex. 1, CPT Settlement ¶ 17(f)). Furthermore, CPT has agreed that, subject  
 2 to Court approval, up to \$500,000 of the Settlement Fund may be used for the prosecution of the  
 3 case against the non-settling defendants. (Saveri Decl. Ex. 1, CPT Settlement ¶ 19(c))

4 **B. The Philips Settlement.**

5 In exchange for dismissal with prejudice and a release of all claims asserted in the  
 6 Complaint, Philips has agreed to pay Twenty-Seven Million Dollars (\$27 million) in cash, subject  
 7 to reduction based on the number of exclusions from the class after notice. Saveri Decl. Ex. 2,  
 8 Philips Settlement ¶ 18. The parties have determined that class members accounting for 62.7% of  
 9 sales have chosen to opt-out, and therefore, the Direct Purchaser Settlement amount was reduced to  
 10 Fifteen Million (\$15,000,000). Saveri Decl. ¶ 22. The Philips settlement funds are to be deposited  
 11 in installments, the first \$12,000,000 of which was deposited within 60 days of execution of the  
 12 settlement. Saveri Decl. Ex. 2, Philips Settlement ¶ 16. The remaining \$3,000,000 will be  
 13 deposited thirty (30) days after the settlement becomes final. *Id.*

14 In addition to its monetary value, the Settlement provides significant additional benefits to  
 15 the Class. First, Philips has agreed to provide Plaintiffs with significant and valuable cooperation  
 16 in the prosecution of the case against the remaining non-settling defendants. Philips is the first  
 17 integrated defendant – tubes and finished products manufacturer/defendant – to have settled. In  
 18 addition, Philips, being a European manufacturer, has European centric information which is in  
 19 addition to and complementary to CPT's Asian centric information. Philip's obligations include,  
 20 among other things, attorney proffers of Philips' knowledge relevant to the CRT conspiracy and a  
 21 provision for producing relevant documents and witnesses for discovery and trial. Saveri Decl. Ex.  
 22 2, Philips Settlement ¶ 24. Second, Philips' sales remain in the case for purposes of computing  
 23 damages against the non-settling defendants. Saveri Decl. ¶ 24.

24 Upon the Settlement becoming final, Plaintiffs and Class members will relinquish any  
 25 claims they have against Philips based, in whole or in part, on matters alleged or that might have  
 26 been alleged in this litigation. Saveri Decl. Ex. 2, Philips Settlement ¶ 13. The release, however,  
 27 excludes claims for product defects or personal injury. *Id.*

28 The Settlement becomes final upon: (i) the Court's approval of the Settlement pursuant to

1 Rule 23(e) and the entry of a final judgment of dismissal with prejudice as to Philips and related  
 2 companies; and (ii) the expiration of the time for appeal or, if an appeal is taken, the affirmance of  
 3 the judgment with no further possibility of appeal. Saveri Decl. Ex. 2, Philips Settlement ¶ 11.

4 Subject to the approval and direction of the Court, the Settlement payment, plus accrued  
 5 interest thereon, will be used to: (i) make a distribution to Class members in accordance with a  
 6 proposed plan of allocation to be approved by the Court (Saveri Decl. Ex. 2, Philips Settlement ¶  
 7 20-21); (ii) pay Class Counsel's attorneys' fees, costs, and expenses as may be awarded by the  
 8 Court (Saveri Decl. Ex. 2, Philips Settlement ¶ 22-23.); (iii) pay up to \$500,000 for Notice costs  
 9 and future costs incurred in the administration and distribution of the Settlement payments (Saveri  
 10 Decl. Ex. 2, Philips Settlement ¶ 19(a)); and (iv) pay all taxes associated with any interest earned  
 11 on the escrow account. Saveri Decl. Ex. 2, Philips Settlement ¶ 17(f). Furthermore, Philips has  
 12 agreed that, subject to Court approval, up to \$500,000 of the Settlement Fund may be used for the  
 13 prosecution of the case against the non-settling defendants. Saveri Decl. Ex. 2, Philips Settlement ¶  
 14 19(c).

#### 15 **IV. ARGUMENT**

16 A class action may not be dismissed, compromised, or settled without the approval of the  
 17 Court. Judicial proceedings under Federal Rule of Civil Procedure 23 have led to a defined  
 18 procedure and specific criteria for class action settlement approval. The Rule 23(e) settlement  
 19 approval procedure includes three distinct steps:

- 20 1. Certification of a settlement class and preliminary approval of the proposed
- 21 settlements;
- 22 2. Dissemination of notice of the settlements to all affected class members; and
- 23 3. A formal fairness hearing, also called the final approval hearing, at which class
- 24 members may be heard regarding the settlements, and at which counsel may
- 25 introduce evidence and present argument concerning the fairness, adequacy, and
- 26 reasonableness of the settlements.

27 This procedure safeguards class members' due process rights and enables the Court to fulfill its  
 28 role as the guardian of class interests. *See* 4 Albert Conte & Herbert Newberg, *Newberg on Class*

1 *Actions* §§ 11.22, *et seq.* (4th ed. 2002) (“*Newberg*”).

2 **A. The Class Action Settlement Class.**

3 The Court here completed the first step in the settlement approval process when it granted  
4 preliminary approval of the Settlements.

5 The Court certified a Settlement Class consisting of:

6 All persons and entities who, between March 1, 1995 and November 25, 2007,  
7 directly purchased a CRT Product in the United States from any defendant or  
8 subsidiary or affiliate thereof, or any co-conspirator. Excluded from the Class are  
9 defendants, their parent companies, subsidiaries and affiliates, any co-conspirator,  
all governmental entities, and any judges or justices assigned to hear any aspect of  
this action.

10 CRT Products refers to all forms of Cathode Ray Tubes. It includes CPTs, CDTs and the  
11 finished products that contain them – televisions and monitors. (Docket No. 1179).

12 **B. The Court-Approved Notice Program Satisfies Due Process and Has Been**  
13 **Fully Implemented.**

14 The second step in the settlement process has also been completed. The Court-approved  
15 notice plan has been successfully implemented and class members have been notified of the  
16 settlements.

17 When a proposed class action settlement is presented for court approval, the Federal Rules  
18 require:

19 the best notice that is practicable under the circumstances, including  
20 individual notice to all members who can be identified through reasonable  
21 effort. The notice must clearly and concisely state in plain, easily  
22 understood language: (i) the nature of the action; (ii) the definition of the  
23 class certified; (iii) the class claims, issues, or defenses; (iv) that a class  
member may enter an appearance through counsel if the member so  
desires; (v) that the court will exclude from the class any member who  
requests exclusion; (vi) the time and manner for requesting exclusion; and  
(vii) the binding effect of a class judgment on members under Rule  
23(c)(3).

24 Fed. R. Civ. P. 23(c)(2)(B)

25 A settlement notice is a summary, not a complete source, of information. *See, e.g., Petrovic*  
26 *v. Amoco Oil Co.*, 200 F.3d 1140, 1153 (8th Cir. 1999); *In re “Agent Orange” Prod. Liability*  
27 *Litig.*, 818 F.2d 145, 170 (2d Cir. 1987), *cert. denied*, 484 U.S. 1004 (1988); *Mangone v. First USA*  
28 *Bank*, 206 F.R.D. 222, 233 (S.D. Ill. 2001). This circuit requires a very general description of the

1 proposed settlement in such a notice. *Churchill Vill. L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th  
 2 Cir. 2004); *Torrisi v. Tucson Elec. Power Co.*, 8 F.3d 1370, 1375 (9th Cir. 1993); *Mendoza v.*  
 3 *Tucson Sch. Dist. No. 1*, 623 F.2d 1338, 1351 (9th Cir. 1980), *cert. denied*, 450 U.S. 912 (1981).

4 The notice plan approved by this Court is commonly used in class actions like this one and  
 5 constitutes valid, due and sufficient notice to class members, and constitutes the best notice  
 6 practicable under the circumstances. The content of the court-approved notices complies with the  
 7 requirements of Rule 23(c)(2)(b). Both the summary and long-form notices clearly and concisely  
 8 explained in plain English the nature of the action and the terms of the Settlements. They provided  
 9 a clear description of who is a member of the class and the binding effects of class membership.  
 10 They explained how to exclude oneself from the class, how to object to the Settlements, how to  
 11 obtain copies of papers filed in the case and how to contact Class counsel. *See* Sherwood Decl.,  
 12 Exhs. A, B. The notices also explained that they provided only a summary of the settlements, that  
 13 the settlement agreements were on file with the District Court, and that the settlement agreements  
 14 were available online at: [www.CRTDirectPurchaserAntitrustSettlement.com](http://www.CRTDirectPurchaserAntitrustSettlement.com). *See* Sherwood Decl.,  
 15 Exh. B. Consequently every provision of each settlement was available to each class member.

16 The notice plan was implemented by the settlement administrator Gilardi & Co. LLC.  
 17 Sherwood Decl. ¶ 1. Specifically, Gilardi printed and mailed 16,307 notices to class members  
 18 through U.S. Mail and electronically mailed notices to 791 unique electronic mail addresses of  
 19 class members. Sherwood Decl. ¶¶ 4, 10. Gilardi also published notice in the Monday, June 11,  
 20 2012 Wall Street Journal. Sherwood Decl. ¶ 8, Ex. B. Gilardi also maintains the case website, at  
 21 which class members can view and print the Class Notice, the Settlement Agreements, and the  
 22 Preliminary Approval Order. Sherwood Decl. ¶ 6. Gilardi also established a toll-free telephone  
 23 number to answer Class members' questions in both English and Spanish. Sherwood Decl. ¶7.

24 **C. The Settlements Are “Fair, Adequate And Reasonable” and Should Be**  
 25 **Granted Final Approval.**

26 The law favors the compromise and settlement of class action suits. *See, e.g., Byrd v. Civil*  
 27 *Serv. Comm’n*, 459 U.S. 1217 (1983); *Churchill Village*, 361 F.3d at 576 (9th Cir. 2004); *Class*  
 28 *Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992). “The decision to approve or



1 reject a settlement is committed to the sound discretion of the trial judge because he is ‘exposed to  
 2 the litigation and their strategies, positions and proof.’” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011,  
 3 1026 (9th Cir. 1988) (quoting *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d 615, 626 (9th  
 4 Cir. 1982)). In exercising such discretion, courts should give “proper deference to the private  
 5 consensual decision of the parties . . . . [T]he court’s intrusion upon what is otherwise a private  
 6 consensual agreement negotiated between the parties to a lawsuit must be limited to the extent  
 7 necessary to reach judgment that the agreement is not the product of fraud or overreaching by, or  
 8 collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair,  
 9 reasonable and adequate to all concerned.” *Id.* at 1027 (citation omitted).

10 It is well established in the Ninth Circuit that “voluntary conciliation and settlement are the  
 11 preferred means of dispute resolution.” *Officers for Justice*, 688 F.2d at 625. “[T]here is an  
 12 overriding public interest in settling and quieting litigation” and this is “particularly true in class  
 13 action suits.” *Van Bronkhorst v. Safeco Corp.*, 529 F.2d 943, 950 (9th Cir. 1976); *see also Utility*  
 14 *Reform Project v. Bonneville Power Admin.*, 869 F.2d 437, 443 (9th Cir. 1989). In evaluating a  
 15 proposed class action settlement, the Ninth Circuit has recognized that:

16 [T]he universally applied standard is whether the settlement is fundamentally fair,  
 17 adequate and reasonable. The district court's ultimate determination will  
 18 necessarily involve a balancing of several factors which may include, among  
 19 others, some or all of the following: the strength of plaintiffs' case; the risk,  
 20 expense, complexity, and likely duration of further litigation; the risk of  
 maintaining class action status throughout the trial; the amount offered in  
 settlement; the extent of discovery completed and the stage of the proceedings;  
 the experience and views of counsel; the presence of a governmental participant;  
 and the reaction of the class members to the proposed settlement.

21 *Officers for Justice*, 688 F.2d at 625 (citations omitted); *accord Torrissi*, 8 F.3d at 1375.

22 The court is entitled to exercise its “sound discretion” when deciding whether to grant final  
 23 approval. *Ellis v. Naval Air Rework Facility*, 87 F.R.D. 15, 18 (N.D. Cal. 1980), *aff’d*, 661 F.2d  
 24 939 (9th Cir. 1981); *Torrissi*, 8 F.3d at 1375. “Where, as here, a proposed class settlement has been  
 25 reached after meaningful discovery, after arm’s length negotiation, conducted by capable counsel,  
 26 it is presumptively fair.” *M. Berenson Co. v. Faneuil Hall Marketplace, Inc.*, 671 F. Supp. 819, 822  
 27 (D. Mass. 1987).



# **1. The Settlements Provide Considerable Relief For The Class.**

The consideration for each Settlement is substantial and provides considerable relief for the class. The CPT Settlement provides for a payment of Ten Million Dollars (\$10,000,000). Saveri Decl. ¶ 17. The Philips Settlement provides for a payment of Fifteen Million Dollars (\$15,000,000). Saveri Decl. ¶ 22. The Settlements compare favorably to settlements finally approved in other price-fixing cases. *See, e.g., Fisher Bros. v. Mueller Brass Co.*, 630 F. Supp. 493, 499 (E.D. Pa. 1985) (recoveries equal to .1%, .2%, 2%, .3%, .65%, .88%, and 2.4% of defendants' total sales).

Further, the settlements call for CPT and Philips to cooperate with Plaintiffs. Saveri Decl. ¶¶ 19, 23. This is a valuable benefit because it will save time, reduce costs, and provide access to information, witnesses, and documents regarding the CRT conspiracy that might otherwise not be available to Plaintiffs. *See In re Mid-Atlantic Toyota Antitrust Litig.*, 564 F. Supp. 1379, 1386 (D. Md. 1983) (a defendant's agreement to cooperate with plaintiffs "is an appropriate factor for a court to consider in approving a settlement").

CPT has already provided significant cooperation to Plaintiffs. In February of 2009, CPT's counsel described the Defendants' price-fixing conspiracy in detail during a series of discussions with plaintiffs' Interim Lead Counsel pursuant to the Settlement. This information was invaluable to Plaintiffs in drafting their CAC and overcoming defendants' motions to dismiss. Thereafter, once the DOJ's stay of merit's discovery was lifted in March of 2010, CPT produced approximately 500 translated meeting reports evidencing anti-competitive agreements between the Defendants. In addition, CPT and Philips have provided proffers of witnesses setting forth the witnesses' first-hand knowledge relating to the conspiracy, agreements reached, and the defendant participants at these meetings.

CPT and Philips are the first defendants to settle with Plaintiffs. The significant value of such "ice breaker" settlements greatly increases the likelihood to the class for future settlements:

The Court also notes that this settlement has significant value as an 'icebreaker' settlement—it is the first settlement in the litigation—and should increase the likelihood of future settlements. An early settlement with one of many defendants can 'break the ice' and bring other defendants to the point of serious negotiations.

1 *In re Linerboard Antitrust Litig.*, 292 F. Supp. 2d 631, 643 (9th Cir. 2003) (“*Linerboard*”) (citing  
 2 *In re Corrugated Container Antitrust Litig.*, MDL No. 310, 1981 U.S. Dist. LEXIS 11004, at \*19  
 3 (S.D. Tex. Jan. 27, 1981)).

4 Philips is the first integrated company to settle with Plaintiffs – CRT tubes as well as TVs  
 5 and monitors containing CRTs (finished products). In addition, Philips, being a European  
 6 manufacturer, has European centered information which is in addition to and complimentary to,  
 7 CPT’s Asian centered information. Philip’s obligations include, among other things, attorney  
 8 proffers of Philips’ knowledge of the CRT conspiracy, producing relevant documents and  
 9 witnesses for discovery and trial. Saveri Decl. ¶ 23.

10 “The provision of such assistance is a substantial benefit to the classes and strongly  
 11 militates toward Final Approval of the Settlement Agreements.” *Linerboard*, 292 F. Supp. 2d at  
 12 643. *See also Mid-Atl. Toyota*, 564 F. Supp. at 1386 (concluding that commitment to cooperate is  
 13 appropriate factor to consider in approving partial settlement); *Corrugated Container*, 1981 U.S.  
 14 Dist. LEXIS 11004, at \*16 (“The cooperation clauses constituted a substantial benefit to the  
 15 class.”). In addition, “[i]n complex litigation with a plaintiff class, ‘partial settlements often play a  
 16 vital role in resolving class actions.’” *Agretti v. ANR Freight Sys., Inc.*, 982 F.2d 242, 247 (7th Cir.  
 17 1992) (quoting Manual for Complex Litigation Second § 30.46 (1986)).

18 Lastly, these settlements preserve Plaintiffs’ right to litigate against the non-settling  
 19 defendants for the entire amount of Plaintiffs’ damages based on joint and several liability. *See In*  
 20 *re Corrugated Container Antitrust Litig.*, Case No. M.D.L. 310, 1981 WL 2093, at \*17 (S.D. Tex.  
 21 June 4, 1981); Saveri Decl. ¶¶ 18, 24 (Released claims do not preclude Plaintiffs from pursuing any  
 22 and all claims against other non-settling defendants for the sales attributable to CPT and Philips).

## 23 **2. The Class Members’ Positive Reaction Favors Final Approval.**

24 There are no objectors to the CPT and Philips Settlements and the class’s reaction to the  
 25 proposed settlement supports this Court granting final approval. In determining the fairness and  
 26 adequacy of a proposed settlement, the Court also should consider “the reaction of the class  
 27 members to the proposed settlement.” *Churchill Village*, 361 F.3d at 575; *Hanlon*, 150 F.3d at  
 28 1026. “It is established that the absence of a large number of objections to a proposed class action

1 settlement raises a strong presumption that the terms of a proposed class settlement action are  
 2 favorable to the class members.” *Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D.  
 3 523, 529 (C.D. Cal. 2004); *see also, In re Fleet/Norstar Sec. Litig.*, 935 F. Supp. 99, 107 (D.R.I.  
 4 1996).

5 Pursuant to the Court’s order, approximately 17,098 Class Notices were mailed or  
 6 electronically mailed to class members throughout the United States. Sherwood Decl. ¶¶ 4, 5.  
 7 When presented with the material financial terms of the proposed settlement, no members of the  
 8 class objected to the settlements. Sherwood Decl. ¶10. The reaction of the class to the proposed  
 9 settlement therefore supports the conclusion that the proposed settlements are fair, adequate and  
 10 reasonable. *Pallas v. Pac. Bell*, No. C-89-2373 DLJ, 1999 WL 1209495 at \*8 (N.D. Cal. 1999)  
 11 (“The small percentage – less than one percent – of persons raising objections is a factor weighing  
 12 in favor of approval of the settlement.”); *Bynum v. Dist. of Columbia*, 412 F. Supp. 2d 73, 77  
 13 (D.D.C. 2006) (“The low number of opt outs and objectors (or purported objectors) supports the  
 14 conclusion that the terms of the settlement were viewed favorably by the overwhelming majority of  
 15 class members.”); *see also, Arnold v. Arizona Dept. of Pub. Safety*, No. CV-01-1463-PHX-LOA,  
 16 2006 WL 2168637 at \*10 (D. Ariz. July 31, 2006); *In re Patriot Am. Hospitality Inc. Sec. Litig.*,  
 17 No. MDL C-00-1300 VRW, 2005 WL 3801594 at \*2 (N.D. Cal. Nov. 30, 2005). The inference of  
 18 class’s approval of the settlements is even stronger where, as here, much of the class consists of  
 19 sophisticated business entities. *See Linerboard*, 321 F. Supp. 2d at 629.

### 20 **3. The Settlement Eliminates Significant Risk To The Class.**

21 While Plaintiffs believe their case against defendants is strong, these settlements eliminate  
 22 significant risks they would face if the action were to proceed against defendants. Plaintiffs would  
 23 bear the burden of establishing liability, impact and damages. *See, e.g., Wal-Mart Stores, Inc. v.*  
 24 *Visa U.S.A., Inc.*, 396 F.3d 96, 118 (2d Cir. 2005) (“Indeed, the history of antitrust litigation is  
 25 replete with cases in which antitrust plaintiffs succeeded at trial on liability, but recovered no  
 26 damages, or only negligible damages, at trial, or on appeal.”); *In re NASDAQ Market-Makers*  
 27 *Antitrust Litig.*, 187 F.R.D. 465, 475 (S.D.N.Y. 1998); *In re Sumitomo Copper Litig.*, 189 F.R.D.  
 28 274, 283 (S.D.N.Y. 1999). This is an important consideration because defendants have vowed to

1 aggressively defend this action. Thus, the settlements are in the best interest of the Class because  
 2 they eliminate the risks of continued litigation, while at the same time creating a substantial cash  
 3 recovery and obtaining certain defendants' cooperation.

4 Continued litigation against defendants also would involve significant additional expenses  
 5 and protracted legal battles, which are avoided through the settlements. *In re Visa*  
 6 *Check/Mastermoney Antitrust Litig.*, 297 F. Supp. 2d 503, 510 (E.D.N.Y. 2003), *aff'd* 396 F.3d 96  
 7 (2d Cir. 2005) ("The potential for this complex litigation to result in enormous expense, and to  
 8 continue for a long time, was great."); *Marisol A. ex rel. Forbes v. Giuliani*, 185 F.R.D. 152, 163  
 9 (S.D.N.Y. 1999) (noting that trial would last at least five months and require testimony from  
 10 numerous witnesses and experts); *In re Austrian and German Bank Holocaust Litig.*, 80 F. Supp.  
 11 2d 164, 174 (S.D.N.Y. 2000) ("Most class actions are inherently complex and settlement avoids the  
 12 costs, delays and multitude of other problems associated with them.").

#### 13 **4. The Settlements Are the Products of Arm-Length Negotiations Between** 14 **the Parties and The Recommendation of Experienced Counsel Favors** **Approval.**

15 This class action has been vigorously litigated. Class Counsel has analyzed millions of  
 16 documents produced by defendants and others. They have also conducted an independent  
 17 investigation of the facts and analyzed Defendants' sales and pricing data.

18 Each of the negotiations occurred over a span of many months and involved telephonic and  
 19 face to face meetings and the review of industry materials and documents. They were contested  
 20 and conducted in the utmost good faith. Saveri Decl. ¶¶ 16, 21. Counsel's judgment that the  
 21 Settlements are fair and reasonable is entitled to great weight. *See Nat'l Rural Telcomms. Coop.*,  
 22 221 F.R.D. at 528 ("Great weight" is accorded to the recommendation of counsel, who are most  
 23 closely acquainted with the facts of the underlying litigation."); *accord Bellows v. NCO Fin. Sys.*,  
 24 2008 U.S. Dist. LEXIS 103525, at \*22 (S.D. Cal. Dec. 2, 2008); *Rutter & Wilbanks Corp. v. Shell*  
 25 *Oil Co.*, 314 F.3d 1180, 1188 (10th Cir. 2002); *Wilkerson v. Martin Marietta Corp.*, 171 F.R.D.  
 26 273, 288–89 (D. Colo. 1997); *Officers for Justice*, 688 F.2d at 625.

27 While the Plaintiffs believe they have meritorious claims against defendants, defendants  
 28 have asserted that they have strong and valid defenses which would serve to eliminate their liability

1 and/or damage exposure to the Class. The parties entered into the settlements to eliminate the  
2 burden, and expense and risks of further litigation.

3 For all of these reasons, the cash settlements obtained represent an excellent recovery and  
4 are certainly "fair, adequate and reasonable" to the Class. Accordingly, final approval of each  
5 settlement should be granted.

6 **D. The Plan of Allocation Is "Fair, Adequate and Reasonable" and Therefore**  
7 **Should Be Approved**

8 The Class Notice, which was disseminated in accordance with the Preliminary Approval  
9 Order, outlined the following proposed plan for allocating the settlement proceeds:

10 In the future, each Settlement Class member's *pro rata* share of the  
11 Settlement Fund will be determined by computing each valid claimant's  
12 total CRT Product purchases divided by the total valid CRT Product  
13 purchases claimed. This percentage is multiplied to the Net Settlement  
14 Fund (total settlements minus all costs, attorneys' fees, and expenses) to  
15 determine each claimant's *pro rata* share of the Settlement Fund. To  
16 determine your CRT Product purchases, CRT tubes (color display and  
color picture) are calculated at full value (100%) while CRT televisions  
are valued at 50% and CRT computer monitors are valued at 75%.  
In summary, all valid claimants will share in the settlement funds on a *pro*  
*rata* basis determined by the CRT value of the product you purchased -  
tubes 100%, monitors 75% and televisions 50%.

17 See Sherwood Decl., Exh. B, at 9.

18 Although Plaintiffs have proposed deferring the distribution of funds until a later date,  
19 plaintiffs have informed the class that any distribution will be made on a *pro rata* basis. A plan of  
20 allocation of class settlement funds is subject to the "fair, reasonable and adequate" standard that  
21 applies to approval of class settlements. *In re Citric Acid Antitrust Litig.*, 145 F. Supp. 2d 1152,  
22 1154 (N.D. Cal. 2001). A plan of allocation that compensates class members based on the type and  
23 extent of their injuries is generally considered reasonable. *In re Computron Software, Inc.*, 6 F.  
24 Supp.2d 313, 321 (D.N.J. 1998). Here the proposed distribution will be on a *pro rata* basis, with no  
25 class member being favored over others. This type of distribution has frequently been determined  
26 to be fair, adequate, and reasonable. See *DRAM*, No. M-02-1486 PJH, Doc No. 2093, p.2 (Oct. 27,  
27 2010) (Order Approving Pro Rata Distribution); *In re Vitamins Antitrust Litig.*, No. 99-197 TFH,  
28 2000 WL 1737867, at \*6 (D.D.C. Mar. 31, 2000) ("Settlement distributions, such as this one, that

apportions funds according to the relative amount of damages suffered by class members, have repeatedly been deemed fair and reasonable.”); *In re Lloyds’ Am. Trust Fund Litig.*, No. 96 Civ.1262 RWS, 2002 WL 31663577, at \*19 (S.D.N.Y. Nov. 26, 2002) (“*pro rata* allocations provided in the Stipulation are not only reasonable and rational, but appear to be the fairest method of allocating the settlement benefits.”); *In re PaineWebber Ltd. P’ships Litig.*, 171 F.R.D. 104, 135 (S.D.N.Y. 1997) (“*pro rata* distribution of the Settlement on the basis of Recognized Loss will provide a straightforward and equitable nexus for allocation and will avoid a costly, speculative and bootless comparison of the merits of the Class Members’ claims”).

In summary, class members will submit their purchase information for both CRT tubes and finished products — televisions and monitors containing CRTs. All class members will share in the settlement funds on a *pro rata* basis determined by the CRT value of the product they purchased — tubes 100%, monitors 75% and televisions 50%.

Accordingly, the plan of allocation done on a *pro rata* basis in the instant case is “fair, adequate and reasonable” to the Class and final approval of the plan of allocation should be granted.

## **V. OBJECTIONS BY CLASS MEMBERS**

As indicated above, there were no objections to the Settlements.

## **VI. EXCLUSIONS**

Class members were advised of the right to be excluded from the Settlement Class, which could be accomplished through mailing a request for exclusion to the Settlement Administrator not later than July 23, 2012. Twenty-three requests for exclusion were received from Class members. Sherwood Decl. ¶ 9, Exh. C. CPT and Philips have been provided copies of these requests for exclusion.

## **VII. CONCLUSION**

For the foregoing reasons set forth herein, Plaintiffs respectfully submit that the Court should enter an order granting the relief requested by this motion: (i) granting final approval of the CPT Settlement and the Philips Settlement; and (ii) granting final judgment and dismissal with prejudice as to CPT and Philips.

Dated: August 21, 2012.

Respectfully submitted,

/s/ Guido Saveri

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**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

IN RE: CATHODE RAY TUBE (CRT)  
ANTITRUST LITIGATION

This Document Relates to:

**ALL DIRECT PURCHASER ACTIONS**

Master File No. CV- 07-5944-SC

MDL No. 1917

**DECLARATION OF R. ALEXANDER  
SAVERI IN SUPPORT OF FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENTS WITH CPT AND PHILIPS**

Date: September 20, 2012

Time: 10:00 a.m.

Judge: Honorable Charles A. Legge (Ret.)

JAMS: Two Embarcadero Center, Suite 1500

1 I, R. Alexander Saveri, declare:

2 1. I am a partner with Saveri & Saveri, Inc., Interim Lead Counsel for Direct Purchaser  
3 Plaintiffs in this litigation. I am a member of the Bar of the State of California and an attorney  
4 admitted to practice in the Northern District of California. I make this Declaration in Support of  
5 Plaintiff's Motion for Final Approval of Class Action Settlements with defendants Chunghwa Picture  
6 Tubes and Philips. Except as otherwise stated, I have personal knowledge of the facts stated below.

7 2. Attached hereto as Exhibit 1 is the Settlement Agreement with Chunghwa Picture  
8 Tubes, Ltd. ("CPT").

9 3. Attached hereto as Exhibit 2 is the Settlement Agreement with Koninklijke Philips  
10 Electronics N.V., Philips Electronics North America Corporation, Philips Electronics Industries  
11 (Taiwan), Ltd., and Philips Da Amazonia Industria Electronica Ltda. (collectively, "Philips").

12 4. This multidistrict litigation arises from a conspiracy to fix prices of Cathode Ray  
13 Tubes ("CRTs"). In November of 2007, the first direct purchaser plaintiff filed a class action  
14 complaint on behalf of itself and all others similarly situated alleging a violation of section one of  
15 the Sherman Act, 15 U.S.C. § 1, and section four of the Clayton Act, 15 U.S.C. § 15. Thereafter,  
16 additional actions were filed in other jurisdictions, and the Judicial Panel on Multidistrict Litigation  
17 transferred all related actions to this Court on February 15, 2008. (Judicial Panel on Multidistrict  
18 Litigation Transfer Order-Docket No. 122). On May 9, 2008, Saveri & Saveri, Inc. was appointed  
19 Interim Lead Class Counsel for the nationwide class of direct purchasers. (Order Appointing  
20 Interim Lead Counsel-Docket No. 282).

21 5. On March 16, 2009, the Direct Purchaser Plaintiffs filed their Consolidated  
22 Amended Complaint ("CAC") alleging an over-arching horizontal conspiracy among the  
23 Defendants and their co-conspirators to fix prices for CRTs and to allocate markets and customers  
24 for the sale of CRTs in the United States from March 1, 1995 through November 25, 2007 (the  
25 "Class Period"). The Complaint alleges that Plaintiffs and members of the Class are direct  
26 purchasers of CRTs and/or CRT Finished Products from defendants and/or their subsidiaries and  
27 were injured because they paid more for CRTs and/or CRT Finished Products than they would  
28 have absent defendants' illegal conspiracy. (Compl. ¶¶ 213 - 221) Plaintiffs seek, among other

1 things, treble damages pursuant to Sections 4 of the Clayton Act, 15 U.S.C. §§ 15 and 22. (Compl.,  
2 Prayer for Relief)

3 6. Defendants filed several motions to dismiss the CAC on May 18, 2009. (See  
4 Dockets No. 463-493). On February 5, 2010 this court issued its rulings denying in part and  
5 granting in part Defendants' motions to dismiss (Report, Recommendations and Tentative Rulings  
6 regarding Defendants' Motions to Dismiss-Docket No. 597). After an appeal by defendants, Judge  
7 Conti on March 30, 2010 entered his order approving and adopting Judge Legge's previous ruling  
8 and recommendations regarding Defendants' Motions to Dismiss. (Docket No. 665). On April 29,  
9 2010, Defendants answered the CAC.

10 7. Thereafter, in May 2010, certain Defendants propounded interrogatories requesting  
11 Plaintiffs to identify what evidence they had about the existence of a conspiracy to fix the prices of  
12 CRT Products at the time they filed their complaints. Plaintiffs objected to these interrogatories as,  
13 among other things, premature "contention" interrogatories. Defendants moved to compel  
14 answers. On November 18, 2010, after a hearing, the Special Master ordered Plaintiffs' to answer  
15 the interrogatories. (Report and Recommendations Regarding Discovery Motions - Docket No.  
16 810). On December 8, 2010, the court adopted the Special Master's Report and Recommendation.  
17 (Order Adopting Special Master's Report, Recommendation, and Tentative Rulings Regarding  
18 Discovery Motions - Docket No. 826). On January 31, 2011, Plaintiffs answered Defendants'  
19 interrogatories.

20 8. On March 21, 2011, certain Defendants moved for sanctions pursuant to Federal  
21 Rule of Civil Procedure, Rule 11 on the grounds that the allegations of a finished product  
22 conspiracy were without foundation and should be stricken from the complaint. (Certain  
23 Defendants' Motion for Sanctions Pursuant to Rule 11- Docket No. 880). On June 15, 2011, after  
24 a hearing, the Special Master recommended that the motion be granted and that Plaintiffs'  
25 allegations of a finished products conspiracy be stricken from the complaint. (Special Master  
26 Report and Recommendations on Motions Regarding Finished Products, Docket No. 947). The  
27 Special Master also recommended that "the issue of the possible impact or effect of the alleged  
28 fixing of prices of the CRTs on the prices of Finished Products shall remain in the case, and is a

1 proper subject of discovery.” *Id.* at p. 14.

2 9. On June 29, 2011, Defendants moved the Court to adopt the Special Master’s  
3 Report and Recommendation. (Motion to Adopt Special Master’s Report and Recommendation  
4 Regarding Finished Products - Docket No. 953). Plaintiffs’ filed an objection to the Special  
5 Master’s Report and Recommendation. (Direct Purchaser Plaintiffs’ Objection to Report and  
6 Recommendation on Motions Regarding Finished Products - Docket No. 957). The Court set the  
7 matter for hearing on September 2, 2011. (Docket No. 968).

8 10. On August 26, 2011, before the hearing on the Special Master’s Report and  
9 Recommendations Regarding Finished Products, the parties entered into a stipulation providing,  
10 among other things: 1) that the Special Master’s recommended finding that Plaintiffs violated Rule  
11 11 be vacated; 2) that certain other aspects of the Special Master’s recommendations be adopted;  
12 and 3) that Plaintiffs’ “allegations of the Direct CAC purporting to allege a conspiracy  
13 encompassing Finished Products are Stricken from the Direct CAC, provided, however, that the  
14 issue of the possible impact or effect of the alleged fixing of prices of CRTs on the prices of  
15 Finished Products shall remain in the case.” In addition, Plaintiffs agreed to withdraw “all  
16 discovery requests regarding or relating to information in support of the CRT Finished Product  
17 Conspiracy claims,” and that “the issue of the purported impact or effect of the alleged fixing of  
18 prices of the CRTs on the prices of the Finished Products shall remain in the case and is a proper  
19 subject of discovery.” (Stipulation and Order Concerning Pending Motions Re: Finished Products -  
20 Docket No. 996).

21 11. On December 12, 2011 Defendants filed a joint motion for Summary Judgment  
22 against Direct Purchaser Plaintiffs who purchased CRT Finished Products. (Docket No. 1013). On  
23 February 24, 2012, Plaintiffs filed their Memorandum of Points and Authorities In Opposition to  
24 Defendants’ Motion For Partial Summary Judgment and supporting Declaration of R. Alexander  
25 Saveri under seal. (Docket No. 1057). The same day, the Direct Action Plaintiffs also filed an  
26 opposition to Defendants’ motion. On March 9, 2012, Defendants filed their Reply In Support of  
27 Motion For Summary Judgment (Docket No. 1083), and on March 20, 2012, the Court heard  
28 argument. On May 31, 2012, the Special Master issued his Report and Recommendation regarding

1 Defendants' Joint Motion For Summary Judgment recommending that the Court grant Defendants'  
2 motion for summary judgment and that judgment be entered against certain plaintiffs that  
3 purchased CRT Finished Products from defendants ("R&R"). (Docket No. 1221).

4 12. On June 12, 2012, the Direct Purchaser Plaintiffs, the Direct Action Plaintiffs, and  
5 the Defendants submitted a Stipulation notifying the Court, *inter alia*, that Plaintiffs' intended to  
6 object to the R&R. (Docket No. 1228). On June 26, 2012, the Court issued an order establishing a  
7 briefing schedule requiring all parties to file their briefs by July 26, 2012 and setting a hearing for  
8 August 10, 2012. (Docket No. 1240). On June 28, 2012, the Court vacated the hearing. (Docket  
9 No. 1243). The parties filed their briefs as ordered; the Court has not ruled.

10 13. In September of 2008, the first of several stays prohibiting plaintiffs from obtaining  
11 merits discovery was entered by this Court. (Docket Nos. 379, 425, and 590). On June 4, 2008,  
12 Plaintiffs' propounded their First Set of Limited Document Requests. Thereafter, on March 12,  
13 2010, after the partial stay of discovery was lifted, Plaintiffs propounded their Second Set of  
14 Document Requests and First Set of Interrogatories. After extensive meet and confers and several  
15 motions to compel, the Court issued its Report Regarding Case Management Conference No. 4 on  
16 October 27, 2011 in which it set the middle of December, 2011 as the deadline for the completion  
17 of substantial discovery by all parties. (Docket Nos. 1007, 1008). Plaintiffs have now received over  
18 5 million pages of documents produced by Defendants.

19 14. On March 19, 2012, the Special Master issued the Scheduling Order and Order Re  
20 Discovery and Case Management Protocol. (Docket Nos. 1093, 1094). The Court entered both  
21 Orders on April 3, 2012. (Docket Nos. 1127, 1128). The Scheduling Order set August 30, 2013 as  
22 the date for completion of all fact and expert discovery. Beginning in June of 2012, after meeting  
23 and conferring with defendants regarding the scope and topics of 30(b)(6) witnesses, plaintiffs  
24 began taking 30(b)(6) depositions of the various defendants. To date, in coordination with the  
25 indirect purchasers, the Attorneys' Generals, and the opt-out plaintiffs, plaintiffs have deposed  
26 approximately twenty-five corporate representatives.

27 15. On May 3, 2012, the Court preliminarily approved the first two settlements reached  
28 in this case with: (1) Chunghwa Picture Tubes, Ltd. and Chunghwa Picture Tubes (Malaysia) Sdn.

1 Bhd. ("CPT"), and (2) Koninklijke Philips Electronics N.V., Philips Electronics North America  
2 Corporation, Philips Electronics Industries (Taiwan), Ltd., and Philips Da Amazonia Industria  
3 Electronica Ltda. (collectively, "Philips"). The Court certified a Settlement Class for the CPT and  
4 Philips settlements, appointed Plaintiffs' Interim Lead Counsel as Settlement Class Counsel,  
5 approved the manner and form of providing notice of the settlements to class members, established  
6 a timetable for publishing class notice and set a hearing for final approval. (Docket No. 1179).

7 16. Mr. Guido Saveri participated in all of the settlement negotiations with CPT.  
8 Settlement negotiations began as early as July of 2008. I also participated in these negotiations.  
9 The negotiations were thorough and hard fought. They were conducted at arms-length in the  
10 utmost good faith. The negotiations covered a long period of time. The parties ultimately executed  
11 a settlement agreement in April of 2009.

12 17. In exchange for dismissal with prejudice and a release of all claims asserted in the  
13 Complaint, CPT has agreed to pay Ten Million Dollars (\$10 million) in cash. The settlement funds  
14 have been paid and deposited into a separate interest bearing escrow account for the Direct  
15 Purchaser Class.

16 18. CPT's sales remain in the case for the purpose of computing damages against the  
17 non-settling Defendants.

18 19. CPT has agreed to cooperate with plaintiffs in the prosecution of this action by  
19 providing information relating to the existence, scope, and implementation of the conspiracy  
20 alleged in the Complaint. CPT's obligations include producing, in the United States, relevant  
21 documents, making available witnesses as are reasonably required for discovery and producing  
22 witnesses at trial.

23 20. It is my opinion that the CPT settlement is, in every aspect, fair, adequate and  
24 reasonable and in the best interest of the class members. My opinion is based on my extensive  
25 experience in class action antitrust cases.

26 21. I participated in all of the settlement negotiations with Philips. Settlement  
27 negotiations began as early as January of 2011. The negotiations were thorough and hard fought.  
28 They were conducted at arms-length in the utmost good faith. The negotiations covered a long

1 period of time. The parties ultimately reached a settlement in January of 2012 and a settlement  
2 agreement was executed on February 1, 2012.

3 22. In exchange for dismissal with prejudice and a release of all claims asserted in the  
4 Complaint, Philips has agreed to pay Twenty-Seven Million Dollars (\$27 million) in cash, subject  
5 to reduction based on the number of exclusions from the class after notice. The parties have  
6 determined that class members accounting for 62.7 % of sales have chosen to opt-out, and  
7 therefore, the Direct Purchaser Settlement amount was reduced to Fifteen Million (\$15,000,000).  
8 The Philips settlement funds are to be deposited in installments, the first \$12,000,000 of which was  
9 deposited within sixty (60) days of execution of the settlement. The remaining \$3,000,000 will be  
10 deposited thirty (30) days after the settlement becomes final.

11 23. Philips has agreed to provide Plaintiffs with significant and valuable cooperation in  
12 the prosecution of the case against the remaining non-settling defendants. Philips is the first  
13 integrated defendant - tubes and finished products manufacturer/defendant - to have settled. In  
14 addition, Philips, being a European manufacturer, has European centric information on the CRT  
15 price fixing conspiracy which is in addition to and complimentary to CPT's Asian centric  
16 information. Philip's obligations include, among other things, attorney proffers of Philips  
17 involvement in the CRT conspiracy and producing relevant documents and witnesses for discovery  
18 and trial.

19 24. Philips sales remain in the case for purposes of computing damages against the non-  
20 settling defendants.

21 25. It is my opinion that the Philips settlement is, in every aspect, fair, adequate and  
22 reasonable and in the best interest of the class members. My opinion is based on my extensive  
23 experience in class action antitrust cases.

24 I declare under the penalty of perjury under the laws of the United States of America that  
25 the foregoing is true and correct.

26 Executed the 21<sup>st</sup> day of August, 2012, in San Francisco, California.

27  
28 /s/ R. Alexander Saveri  
R. Alexander Saveri



**EXHIBIT 1**



CRT DIRECT-PURCHASER CLASS SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into this 8<sup>th</sup> day of ~~March~~ <sup>April</sup>, 2009, by and between defendant Chunghwa Picture Tubes, Ltd. ("Chunghwa") and the plaintiff class representatives ("Plaintiffs"), both individually and on behalf of a settlement class of direct purchasers of Cathode Ray Tube ("CRT") products (the "Class"), as more particularly defined in paragraph A.1 below.

WHEREAS, Plaintiffs are prosecuting the *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, Chunghwa;

WHEREAS, Plaintiffs allege that Chunghwa 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, Chunghwa denies Plaintiffs' allegations and believes it has 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 Chunghwa according to the terms set forth below is in the best interest of Plaintiffs and the Class;

WHEREAS, Chunghwa, despite its belief that it is not liable for the claims asserted and has good defenses thereto, has nevertheless agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to obtain the releases, orders, and judgment contemplated by this Agreement, and to put to rest with finality all claims that have been or could have been asserted against Chunghwa 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 Chunghwa, as defined below, and except as hereinafter provided, without costs to Plaintiffs, the Class, or Chunghwa, 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 as defined in Plaintiffs' operative complaint at the time this Agreement is presented for preliminary approval.
2. For purposes of this Agreement, "CRT products" are defined to mean cathode ray tubes of any type (e.g., color display tubes, color picture tubes, and monochrome display tubes) and products containing cathode ray tubes.
3. "Chunghwa Releasees" shall refer to Chunghwa and to all of its respective past and present, direct and indirect, parent companies, subsidiaries, affiliates; 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, representatives, insurers, attorneys, heirs, executors, administrators, and assigns of each of the foregoing. "Chunghwa Releasees" does not include any defendant in the Action other than Chunghwa, including but not limited to Tatung Company of America.
4. "Class Member" means each member of the Class who has not timely elected to be excluded from the Class.

5. "Releasors" shall refer to the plaintiff class representatives and Class Members, and to their past and present officers, directors, employees, agents, stockholders, attorneys, servants, representatives, parent companies, subsidiaries, affiliates, partners, insurers and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and the predecessors, successors, heirs, executives, administrators and assigns of any of the foregoing.

6. "The Settlement Fund" shall be \$10,000,000 in United States Dollars, plus accrued interest on said deposits as set forth in paragraph 17.

7. "Lead Counsel" shall refer to:

Saveri & Saveri, Inc.  
706 Sansome Street  
San Francisco, CA 94111  
c/o Guido Saveri

B. Approval Of This Agreement And Dismissal Of Claims Against Chunghwa.

8. Plaintiffs and Chunghwa 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(c) and (e)) to secure the prompt, complete, and final dismissal with prejudice of the Action as to the Chunghwa Releasees only.

9. Plaintiffs shall submit to the Court a motion for authorization to disseminate notice of the settlement, class certification, and final judgment contemplated by this Agreement to all Class Members (the "Motion"). If notice to the Class is given jointly with any other settling defendant, for purposes of paragraph 19 below, the costs of notice and claims administration shall be prorated with any other such defendant based on their respective settlement amounts. The Motion shall include: (i) a proposed form of, method for, and date of

dissemination of notice; and (ii) a proposed form of order and final judgment. The text of the foregoing items (i) and (ii) shall be agreed upon by Plaintiffs and Chunghwa before submission of the Motion with the understanding that, among other things, notice to the Class will include individual notice based on a class list provided by Chunghwa and notice by publication and by regular mail or e-mail, with all expenses paid from the Settlement Fund, subject to paragraph 19(a). Chunghwa will supply to Lead Counsel, at Chunghwa's expense and in such form as may be reasonably requested by Lead Counsel, the names and addresses of putative Class Members, to the extent reasonably available in Chunghwa's sales database. The Motion shall recite and ask the Court to find that the proposed form of and method for dissemination of the notice of settlement constitutes valid, due, and sufficient notice to the Class, constitutes the best notice practicable under the circumstances, and complied fully with the requirements of Federal Rules of Civil Procedure 23.

10. Plaintiffs and Chunghwa shall jointly seek entry of an order and final judgment, the text of which Plaintiffs and Chunghwa shall agree upon. The terms of that order and final judgment will include, at a minimum, the substance of the following provisions:

- (a) certifying the Class described in paragraph 1, pursuant to Rule 23 of the Federal Rules of Civil Procedure, for purposes of this settlement;
- (b) as to the Action, approving finally this settlement and its terms as being 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;
- (c) as to the Chunghwa Releasees, directing that the Action be dismissed with prejudice and, except as provided for in this Agreement, without costs;

(d) reserving exclusive jurisdiction over the settlement and this Agreement, including the administration and consummation of this settlement to the United States District Court for the Northern District of California;

(e) 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 Chunghwa Releasees shall be final.

11. This Agreement shall become final when (i) the Court has entered a final order certifying the Class described in paragraph 1 and approving this Agreement under Federal Rule of Civil Procedure 23(c), and a final judgment dismissing the Action with prejudice as to the Chunghwa Releasees against all Class Members and without costs other than those provided for in this Agreement, and (ii) the time for appeal or to seek permission to appeal from the Court's approval of this Agreement and entry of a final judgment as to the Chunghwa Releasees described in (i) hereof has expired or, if appealed, approval of this Agreement and the final judgment as to the Chunghwa Releasees have been affirmed in their entirety by the court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review. It is agreed that the provisions of Rule 60 shall not be taken into account in determining the above-stated times. On the date that Plaintiffs and Chunghwa have executed this Agreement, Plaintiffs and Chunghwa shall be bound by its terms and this Agreement shall not be rescinded except in accordance with paragraphs 17, 18, 24 or 28 of this Agreement.

12. 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 Chunghwa (or the Chunghwa Releasees) or

evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by Chunghwa (or the Chunghwa Releasees), or of the truth of any of the claims or allegations contained in any complaint or any other pleading filed by Plaintiffs 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 defend against the assertion of Released Claims, or as otherwise required by law.

C. Release, Discharge, And Covenant Not To Sue.

13. In addition to the effect of any final judgment entered in accordance with this Agreement, upon this Agreement becoming final as set out in paragraph 11 of this Agreement, and in consideration of payment of the Settlement Fund, as specified in paragraph 16 of this Agreement, and for other valuable consideration, the Chunghwa Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, causes of action, whether class, individual, or otherwise (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 Releasers, 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 injuries, damages, and consequences thereof in any way arising out of or relating in any way to any act or omission of the Chunghwa Releasees (or any of them) concerning the

manufacture, supply, distribution, sale or pricing of CRT products up to the date of execution of this Agreement, including but not limited to any conduct alleged, and causes of action asserted or that could have been alleged or asserted, in class action complaints filed in this Action, including those arising under any federal or state antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, or trade practice law (the "Released Claims"). However, the Released Claims shall only include sales of CRT products that are subject to the antitrust laws of the United States, and further, the Released Claims shall not preclude Plaintiffs from pursuing any and all of their claims against other defendants for the sale of finished products by those defendants, or their co-conspirators, which contain Chunghwa's CRT. Releasors shall not, after the date of this Agreement, seek to establish liability against any Chunghwa Releasee based, in whole or in part, upon any of the Released Claims or conduct at issue in the Released Claims. Nothing in this Agreement shall be construed to release any other claims, including but not limited to claims for product defect or personal injury.

14. In addition to the provisions of paragraph 13 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 13 of this Agreement, but each Releasor hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming final, any known or unknown, suspected or unsuspected, contingent or non-contingent claim with respect to the subject matter of the provisions of paragraph 13 of this Agreement, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

15. The release, discharge, and covenant not to sue set forth in paragraph 13 of this Agreement does not include claims by any of the Class Members other than the Released Claims and does not include other claims, such as those solely arising out of product liability or breach of contract claims in the ordinary course of business not covered by the Released Claims. Further, the release, discharge, and covenant not to sue set forth in paragraph 13 of this Agreement includes only direct-purchaser claims.

D. Settlement Amount.

16. Subject to the provisions hereof, and in full, complete, and final settlement of the Action as provided herein, defendant Chunghwa shall pay \$10,000,000 in United States Dollars into an escrow account to be administered in accordance with the provisions of paragraph 17 of this Agreement (the "Escrow Account") as follows: \$1,000,000 to be paid by August 1, 2009; \$4,500,000 to be paid by January 10, 2010; and \$4,500,000 to be paid by January 10, 2011. Interest on unpaid amounts shall accrue from 30 days after the execution of this Agreement at the rate specified in 18 U.S.C. § 3612(f)(2). Any paid amount is nonrefundable in the event Chunghwa defaults on any portion of the remaining amount. The Settlement Fund will not be reduced by any settlement between Chunghwa and a Class Member nor by any request for exclusion from the Class.



17. Escrow Account

(a) The Escrow Account will be established at Union Bank of California, 350 California Street, San Francisco, California, with such Bank serving as escrow agent ("Escrow Agent") subject to escrow instructions mutually acceptable to Plaintiffs' Lead Counsel and Chunghwa's attorneys, 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 instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or any agency thereof, or money market funds invested substantially in such instruments, and shall reinvest any income from these instruments and the proceeds from 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 Chunghwa 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 shall timely make such elections as necessary or advisable to carry out the provisions of this paragraph 17, 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 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. The Escrow Agent 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)(1)). Such returns (as well as the election described in paragraph 17(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 17(f) hercof.

(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 Chunghwa or any other Chunghwa 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 17(d) through 17(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 17(g) ("Tax Expenses")), shall be paid out of the Settlement Fund.

(g) Neither Chunghwa nor any other Chunghwa Releasee nor their respective counsel shall have any liability or responsibility for the Taxes or 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 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 Chunghwa nor any other Chunghwa Releasee is responsible nor shall they have any liability therefore. Plaintiffs and Chunghwa agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of paragraphs 17(d) through (f).

(h) If this Agreement does not receive final Court approval, or if the Action is not certified as a class action for settlement purposes, then all amounts paid by Chunghwa into the Settlement Fund (other than notice costs expended in accordance with paragraph 19(a)) shall be promptly returned to Chunghwa from the Escrow Account by the Escrow Agent along with any interest accrued thereon.

18. Exclusions. Lead Counsel will cause copies of requests for exclusion from the Class to be provided to counsel for Chunghwa. To the extent that Class Members (or any of them) reasonably believed by Chunghwa to represent purchases of more than \$100,000,000 of CRT products from Chunghwa during the Class Period opt out of the Class, Chunghwa may, if acting reasonably and in good faith, terminate the Agreement within sixty (60) days of receipt of the final list of exclusions.

19. Payment Of Expenses.

(a) Chunghwa agrees to permit use of a maximum of \$400,000 of the Settlement Fund towards notice to the Class and administration costs. The \$400,000 in notice and claims administration expenses are not recoverable if this settlement does not become final. Other than as set forth in this paragraph 19(a) and except as Plaintiffs' counsel ("Class Counsel") shall apply for reimbursement of costs and attorneys' fees pursuant to paragraph 23 below, neither Chunghwa nor any of the other Chunghwa Releasees under this Agreement shall be liable for any of the costs or expenses of the litigation of the Action, including attorneys' fees; fees and expenses of expert witnesses and consultants; and costs and expenses associated with discovery, motion practice, hearings before the Court or any Special Master, appeals, trials or negotiation of other settlements, or for Class administration and costs.

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

(c) Following final approval of this Agreement by the Court, Class Counsel may use, subject to prior approval of the Court, up to \$500,000 of the Settlement Fund for expenses incurred or to be incurred for the prosecution of the action on behalf of the Class against non-settling defendants.

E. The Settlement Fund.

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

21. After this Agreement becomes final within the meaning of paragraph 11, the Settlement Fund shall be distributed in accordance with the plan to be submitted at the

appropriate time by Plaintiffs, subject to approval by the Court. In no event shall any Chunghwa 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, with the sole exception of the provisions set forth in paragraph 19(a) of this Agreement.

22. Plaintiffs and Class Counsel shall be reimbursed and indemnified solely out of the Settlement Fund for all expenses. The Chunghwa 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.

23. 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 after this Settlement becomes final to them from the Settlement Fund and Chunghwa 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, or to be 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 Chunghwa 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. Lead Counsel shall allocate the attorneys' fees among Class

Counsel in a manner which they in good faith believe 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 settlement.

(d) Neither Chunghwa nor any other Chunghwa 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 Chunghwa nor any other Chunghwa 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.

F. Cooperation.

24. Chunghwa agrees to cooperate with Plaintiffs, to the extent consistent with Chunghwa's obligations to the U.S. Department of Justice ("DOJ"), by (i) promptly providing a full account to Lead Counsel of all facts known to Chunghwa that are relevant to the Action, (ii) producing in the United States relevant documents relating to sales, pricing, capacity, production, and damages, including English translations to the extent reasonably required, as well as documents (including English translations) sufficient to evidence any collusive meetings among

CRT makers and the manner in which any alleged conspiracy was formed, implemented, and enforced, to the extent known by Chunghwa, (iii) making available appropriate employees for such interviews and depositions as are reasonably required by Lead Counsel, and (iv) producing at trial in person, by deposition, or affidavit, whichever is legally necessary and reasonably possible, representatives to testify as reasonably required by Lead Counsel. Nothing in this paragraph 24, or any other part of this Agreement, shall be construed or interpreted to be inconsistent with the discovery stay in place in this Action. Any cooperation by Chunghwa pursuant to this paragraph 24 will be consistent with the terms of the discovery stay and Chunghwa's continuing obligations to the DOJ. If Chunghwa fails to cooperate as set forth in this paragraph 24, Plaintiffs may, if acting reasonably and in good faith, terminate the Agreement.

25. Plaintiffs and Lead Counsel agree they will not use the information provided by Chunghwa as part of its cooperation for any purpose other than pursuit of the Action and, even after the lifting of the discovery stay, will not publicize the information beyond what is reasonably necessary for the prosecution of the Action or as otherwise required by law. Any documents and other information provided will be deemed "Highly Confidential" and subject to the protective order entered in the Action as if they had been produced in response to discovery requests.

26. Except as provided in paragraph 24 of this Agreement, Chunghwa need not respond to formal discovery from Plaintiffs, respond to the complaint, or otherwise participate in the Action during the pendency of the Agreement. Neither Chunghwa 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, Chunghwa 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 Chunghwa or Plaintiffs had Chunghwa been participating in the Action.

27. Chunghwa agrees that it will not disclose publicly or to any other defendant the terms of this Agreement until the Agreement is submitted to the Court for approval. Chunghwa also agrees that it will not disclose publicly or to any other defendant the information provided to Plaintiffs pursuant to this Agreement, except as otherwise required by law.

G. Rescission If This Agreement Is Not Approved Or Final Judgment Is Not Entered.

28. 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 certify for purposes of this settlement the Class described in paragraph 1, or if the Court does not enter the final judgment, or if final judgment is entered and appellate review is sought, and on such review, such final judgment is not affirmed in its entirety, then Chunghwa 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 39. 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.

29. 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 forthwith to Chunghwa less only disbursements made in accordance with this Agreement.

Chunghwa expressly reserves all of its rights if this Agreement does not become final. Further, and in any event, Plaintiffs and Chunghwa 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 wrongdoing whatsoever by Chunghwa (or the Chunghwa Releasees), or of the truth of any of the claims or allegations contained in the complaint or any other pleading filed by Plaintiffs 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.

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 Chunghwa Releasee as provided in this Agreement.

31. The parties to this Agreement contemplate and agree that, prior to final approval of the settlement as provided for in paragraph 10 of this Agreement, appropriate notice of (a) the settlement; and (b) a hearing at which the Court will consider the approval of this Settlement Agreement will be given to Class Members.

H. Miscellaneous.

32. This Agreement does not settle or compromise any claim by Plaintiffs or any Class Member asserted in the complaint against any defendant or alleged co-conspirator other than the Chunghwa Releasees. All rights against such other defendants or alleged co-conspirators are specifically reserved by Plaintiffs and the Class. Chunghwa's sales to the Class shall not be removed from the Action.

33. This Agreement shall not affect whatever rights Releasees or any of them may have (i) to seek damages or other relief from any other person with respect to any purchases

of CRT products that are not subject to the antitrust laws of the United States; (ii) to participate in or benefit from, where appropriate, any relief or other recovery as part of a settlement or judgment in any action on behalf of any indirect purchasers of CRT products; (iii) to participate in or benefit from any relief or recovery as part of a judgment or settlement in this action against any other party named as a defendant (other than a Chunghwa Releasee); or (iv) to assert any product liability or breach of contract claims in the ordinary course of business which are not covered by the Released Claims.

34. The United States District Court for the Northern District of California shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of this Agreement that cannot be resolved by negotiation and agreement by Plaintiffs and Chunghwa. 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.

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

36. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Plaintiffs and Chunghwa. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by Plaintiffs or Lead Counsel shall be binding upon all Class Members and Releasees. The Chunghwa Releasees (other than

Chunghwa, which is a party hereto) are third-party beneficiaries of this Agreement and are authorized to enforce its terms applicable to them.


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

38. Neither Plaintiffs nor Chunghwa shall be considered 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.

39. 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.

41. Each of the undersigned attorneys 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.

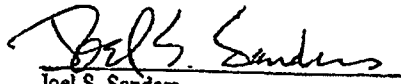
Dated: March 6, 2009

  
Guido Saveri  
Saveri & Saveri, Inc.  
706 Sansome Street  
San Francisco, CA 94111  
*Lead Counsel and Attorneys for the Class*

Dated: ~~March~~ April 08, 2009

  
CHU CHUAN-YE  
*Officer of Chunghwa Picture Tubes, Ltd.*

Dated: ~~March~~<sup>April</sup> 8, 2009

  
Joel S. Sanders  
Gibson, Dunn & Crutcher LLP  
555 Mission Street, Suite 3000  
San Francisco, CA 94105  
*Attorney for Chunghwa Picture Tubes, Ltd.*

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# EXHIBIT 2

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

<b>IN RE: CATHODE RAY TUBE (CRT)</b>	<b>Master File No. CV-07-5944 SC</b>
<b>ANTITRUST LITIGATION</b>	)
	)
<b>THIS DOCUMENT RELATES TO:</b>	<b>MDL No. 1917</b>
<b>ALL DIRECT-PURCHASER ACTIONS</b>	)

**SETTLEMENT AGREEMENT**

This Settlement Agreement ("Agreement") is made and entered into this 1<sup>st</sup> day of February, 2012, by and between Koninklijke Philips Electronics N.V., Philips Electronics North America Corporation, Philips Electronics Industries (Taiwan), Ltd., and Philips da Amazonia Industria Electronica Ltda. (collectively "Philips") and the direct-purchaser plaintiff class representatives ("Plaintiffs"), both individually and on behalf of a settlement class of direct purchasers of Cathode Ray Tube (CRT) Products ("The Class") as more particularly defined in paragraph A.1 below.

WHEREAS, Plaintiffs are prosecuting the above *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, Philips;

WHEREAS, Plaintiffs allege that Philips 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, Philips denies Plaintiffs' allegations and has 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 Philips according to the terms set forth below is in the best interest of Plaintiffs and the Class;

WHEREAS, Philips, despite its belief that it is not liable for the claims asserted and has good defenses thereto, has nevertheless agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted



litigation, and to obtain the releases, orders, and judgment contemplated by this Agreement, and to put to rest with finality all claims that have been or could have been asserted against Philips 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 without prejudice as to the Philips Releasees, as defined below, and except as hereinafter provided, without costs as to Plaintiffs, the Class, or Philips, subject to the approval of the Court, on the following terms and conditions:

Definitions.

1. For purposes of this Agreement, "the Class" and "Class Period" are Plaintiffs' Consolidated Amended Complaint or, if that Complaint is amended, the Complaint at the time this agreement is presented for preliminary approval. The parties to this Agreement hereby stipulate for purposes of this settlement only that the requirements of Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure are satisfied.
2. For purposes of this Agreement, "CRT Products" shall have the meaning as defined in the Consolidated Amended Complaint or, if that Complaint is amended, the operative complaint at the time this agreement is presented for preliminary approval.
3. "Philips Releasees" shall refer to Philips and to all of its respective past and present, direct and indirect, parents, subsidiaries, affiliates; 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. "Philips Releasees" does not include any defendant in the Action other than Philips.
4. "Class Member" means each member of the Class who has not timely elected to be excluded from the Class.

5. "Releasors" 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 all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and the predecessors, successors, heirs, executives, administrators and assigns of any of the foregoing.

6. "The Settlement Fund" shall be \$27,000,000 less the opt-out reduction specified in paragraph 18 plus accrued interest on said deposits set forth in paragraph 16.

7. "Lead Counsel" shall refer to the law firm of:

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 Philips.

8. Plaintiffs and Philips 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(c) and (e)) to secure the prompt, complete, and final dismissal with prejudice of the Action as to Philips Releasees only.

9. Plaintiffs shall submit to the Court a motion for authorization to disseminate notice of the settlement and final judgment contemplated by this Agreement to all class members identified by Philips (the "Motion"). If notice to the class is given jointly with any other settling defendant, for purposes of paragraph 19 below, the costs of notice and claims administration shall be prorated with any other such defendant based on their respective settlement amounts. The Motion shall include (i) a proposed form of, method for, and date of dissemination of notice; and (ii) a proposed form of order and

final judgment. The text of the foregoing items (i) and (ii) shall be agreed upon by Plaintiffs and Philips 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 19(a). Philips will supply to Lead Counsel, at Philips' expense and in such form as may be reasonably requested by Lead Counsel, such names and addresses of putative class members to the extent reasonably available in Philips' records. The Motion shall recite and ask the Court to find that 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.

10. Plaintiffs shall seek, and Philips will not object unreasonably to the entry of an order and final judgment, the text of which Plaintiffs and Philips shall agree upon. The terms of that order and final judgment will include, at a minimum, the substance of the following provisions that:

- a. certifying the Class described in paragraph 1, pursuant to Rule 23 of the Federal Rules of Civil Procedure, for purposes of this settlement as a settlement class.
- b. as to the Action, approving finally this settlement and its terms as being 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;
- c. as to Philips, directing that the action be dismissed with prejudice and, except as provided for in this Agreement, without costs;
- d. reserving exclusive jurisdiction over the settlement and this Agreement, including the administration and consummation of this

- settlement to the United States District Court for the Northern District of California;
- e. reserving exclusive jurisdiction over the settlement and this Agreement, including the administration and consummation of this settlement to the United States District Court for the Northern District of California;
- f. 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 Philips shall be final; and

11. This Agreement shall become final when (i) the Court has entered a final order certifying the Class described in Paragraph 1 and approving this Agreement under Federal Rule of Civil Procedure 23(e) and a final judgment dismissing the Action with prejudice as to Philips Releasees against all Class Members and without costs other than those provided for in this Agreement, and (ii) the time for appeal or to seek permission to appeal from the Court's approval of this Agreement and entry of a final judgment as to Philips Releasees described in (i) hereof has expired or, if appealed, approval of this Agreement and the final judgment as to Philips Releasees have been affirmed in their entirety by the Court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review. 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 Philips have executed this Agreement, Plaintiffs and Philips shall be bound by its terms and this Agreement shall not be rescinded except in accordance with paragraphs 17(h), 24 or 28-29 of this Agreement.

12. 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 Philips (or the Philips Releasees) or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by Philips (or the Philips Releasees), or of the truth of any of the

claims or allegations contained in any complaint or any other pleading filed by Plaintiffs 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.

13. In addition to the effect of any final judgment entered in accordance with this Agreement, upon this Agreement becoming final as set out in Paragraph 11 of this Agreement, and in consideration of payment of the Settlement Amount, as specified in Paragraph 16 of this Agreement, into the Settlement Fund, and for other valuable consideration, the Philips Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, 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 Releasers, 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 Philips Releasees (or any of them) concerning the manufacture, supply, distribution, sale or pricing of CRT Products up to the date of execution of this Agreement, including but not limited to any conduct alleged, and causes of action asserted or that could have been alleged or asserted, in any class action complaints filed in the Action, including those arising under any federal or state antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, or

trade practice law, (the "Released Claims"). However, the Released Claims shall only include sales of CRT Products that are subject to the antitrust laws asserted in the Amended Consolidated Complaint or, if that Complaint is amended, the operative complaint at the time this agreement is presented for preliminary approval and further, the Released Claims shall not preclude Plaintiffs from pursuing any and all claims against other defendants for the sale of CRT Products by those defendants, or their co-conspirators, which contain Philips' CRT Products. Releasors shall not, after the date of this Agreement, seek to establish liability against any Philips Releasee based, in whole or in part, upon any of the Released Claims or conduct at issue in the Released Claims. Nothing in this Agreement shall be construed to release any other claims, including but not limited to the claims for product defect or personal injury.

14. In addition to the provisions of Paragraph 13 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 13 of this Agreement, but each Releasor hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming final, any known or unknown, suspected or unsuspected, contingent or non-contingent claim with respect to the subject matter of the provisions of Paragraph 13 of this

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

15. The release, discharge, and covenant not to sue set forth in Paragraph 13 of this Agreement does not include claims by any of the Class Members other than the Released Claims and does not include other claims, such as those solely arising out of product liability or breach of contract claims in the ordinary course of business not covered by the Released Claims. Further, the release, discharge and covenant not to sue set forth in paragraph 13 of this Agreement includes only the claims of the Releasors as alleged in the Amended Consolidated Complaint or, if that Complaint is amended, the operative complaint at the time this agreement is presented for preliminary approval. The Releasors hereby covenant and agree that they shall not, hereafter, sue or otherwise seek to establish liability against any of the Philips Releasees based, in whole or in part, upon any of the Released Claims.

D. Settlement Amount.

16. Subject to the provisions hereof, and in full, complete and final settlement of the Action as provided herein, defendant Philips shall pay the Settlement Amount of \$27,000,000 less the opt-out reduction set forth in the table contained in Paragraph 18 of this Agreement 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 17 of this Agreement (the "Escrow Account") according to the following schedule: \$12,000,000 to be paid within 60 days from end of the month of execution of this Agreement, and the balance (if any) to paid within 30 days of this Agreement becoming final as provided in Paragraph 11. Interest on unpaid amounts shall accrue from 30 days after such payments are due under this Agreement at the rate specified in 18 U.S.C § 3612(f)(2). Any paid amount is nonrefundable in the event Philips defaults on any portion of the remaining amount.

17. 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 Philips, 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 and 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 Philips 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 shall timely make such elections as necessary or advisable to carry out the provisions of this paragraph 17, 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 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. The Escrow Agent 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)(1)). Such returns (as well as the election described in paragraph 17(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 17(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 Philips or any other Philips 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 17(d) through 17(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 17(g) ("Tax Expenses")), shall be paid out of the Settlement Fund.

(g) Neither Philips nor any other Philips 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 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 Philips nor any other Philips Releasee is responsible nor shall they have any liability therefor. Plaintiffs and Philips agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of paragraphs 17(d) through 17(f).

(h) If this Agreement does not receive final Court approval, or if the Action is not certified as a class action for settlement purposes, or if this Agreement is terminated by Philips pursuant to this Agreement, including but not limited to Paragraphs 18, 28, or 29 hereof, then all amounts paid by Philips into the Settlement Fund (other than notice costs expended in accordance with paragraph 19(a)) shall be returned to Philips from the Escrow Account by the Escrow Agent along with any interest accrued thereon within 30 calendar days.

18. Exclusions and Determination of Settlement Amount. Lead Counsel will cause copies of requests for exclusion from the Class to be provided to counsel for Philips at least 30 days prior to seeking final approval of the Settlement from the Court. The Settlement Amount shall be determined, as reflected in the table below, by the total percentage of Philips' Sales represented by Philips Customers that request exclusion from or opt out of the Class, or initiate separate action(s) against Philips based in whole or in part on the facts alleged in the Plaintiffs' Consolidated Amended Complaint (collectively, the "Percentage of Philips Sales Excluded"). The identification of Philips Customers and the percentage of Philips Sales represented by such customer(s) shall be provided separately by Philips to counsel for the Class and shall form the basis for determining the Percentage of Philips Sales Excluded. Counsel for the Class agrees that such information shall be treated as strictly confidential. Any Settlement Amounts paid by Philips that exceed the payments due to Plaintiffs under this paragraph shall be returned within 10 business days by wire transfer to Philips.

**Settlement Amount**

Percentage of Philips Sales Excluded	Settlement Amount (US\$ millions)
0%-10%	\$27
10.1%-20%	\$25
20.1%-30%	\$23
30.1%-40%	\$21
40.1%-50%	\$19

50.1%-60%	\$17
60.1%-70%	\$15
70.1%-80%	\$13
>80.1%	\$12

19. Payment of Expenses.

(a) Philips agrees to permit use of a maximum of \$500,000 of the Settlement Fund towards notice to the class and administration costs. The \$500,000 in notice and claims administration expenses are not recoverable if this settlement does not become final. Other than as set forth in this paragraph 19(a), neither Philips nor any of the other Philips Releasees under this Agreement shall be liable for any of the costs or expenses of the litigation of the Action, including attorneys' fees; fees and expenses of expert witnesses and consultants; and 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.

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

(c) Following final approval of this Agreement by the Court, Class Counsel may use, subject to prior approval of the Court, up to \$500,000 of the Settlement Fund for expenses incurred for prosecution of the Action on behalf of the Class against non settling defendants.

E. The Settlement Fund.

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

21. After this Agreement becomes final within the meaning of Paragraph 11, 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 Philips 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, with the sole exception of the provisions set forth in paragraph 19(a) of this Agreement.

22. Plaintiffs and Class Counsel shall be reimbursed and indemnified solely out of the Settlement Fund for all expenses. The Philips 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.

23. 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 Philips 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 Philips 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 11, the Fee and Expense Award shall be paid to Interim-Lead Counsel within ten (10) business days. Interim-Lead Counsel shall allocate the attorneys' fees among Class Counsel in a manner which it in good faith believe 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 Philips nor any other Philips 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 Philips nor any other Philips 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.

F. Cooperation.

24. Philips shall cooperate with Lead Counsel as set forth specifically below.

(a) Philips' counsel of record will make themselves available in the United States for up to a total of two (2) meetings (each meeting may last one or more days) with Lead Counsel to provide a complete description of facts known to Philips that are relevant to the Action including, without limitation, proffers of all witnesses

who testified or provided information to the United States Department of Justice Antitrust Division in connection with its antitrust investigation into the CRT industry, documents, witnesses, meetings, communications, and events not covered by privilege or other protections available under any applicable United States law, plus reasonable follow-up conversations including, but not limited to, identifying individuals such as current or former employees, who may provide information or potential testimony relevant to the Action. Philips shall identify and produce relevant documents, to the extent reasonably available, sufficient to show sales, pricing, capacity, production, and damages, and to evidence any collusive meetings among CRT makers. Philips shall provide all pre-existing translations in English of foreign language documents in the possession of Philips that are to be or have been produced pursuant to this Agreement. Philips shall provide any and all future English translations of Philips produced documents as they are translated by Philips in the regular course of this litigation.

(b) Notwithstanding any other provision in this Agreement, Plaintiffs agree that they and Class Counsel shall maintain all statements made by Philips' counsel as strictly confidential; and that they shall not use directly or indirectly the information so received for any purpose other than the prosecution of the Action. The parties and their counsel further agree that any statements made by Philips' counsel in connection with and/or as part of this settlement shall be protected by Federal Rule of Evidence 408, and shall in no event be discoverable by any person or treated as evidence of any kind, unless otherwise ordered by a Court.

(c) Upon reasonable notice after the date of execution of this Agreement, Philips agrees to use all reasonable efforts to make

available for interviews, depositions, and testimony at hearings or trial, via videoconference or at a mutually agreed upon location or locations (except for testimony at hearings or trial, which shall be at the United States Courthouse of the United States District Court for the Northern District of California), and at Philips' expense up to seven (7) persons, which may consist of current and/or former directors, officers, and/or employees of Philips whom Lead Counsel, in consultation with counsel for Philips, reasonably and in good faith believe to have knowledge regarding Plaintiffs' claims as alleged in the Plaintiffs' Consolidated Amended Complaint. An "interview" for purposes of this Paragraph shall last no longer than eight hours, including reasonable breaks and, subject to reasonable limitations, may occur on more than a single day and not more than two days. Depositions shall be administered according to the rules and limitations of the Federal Rules of Civil Procedure, regardless of the location at which they take place or the citizenship of the deponent. Philips agrees to bear reasonable travel expenses incurred by witnesses pursuant to this Paragraph.

(d) Philips agrees to provide one or more witnesses to establish, to the best of their ability, Philips' sales, pricing, production, capacity and cost of its CRT Products. In addition, Philips agrees to provide one or more witnesses to establish, to the best of their ability, the foundation of any Philips document or data Lead Counsel identify as necessary for summary judgment and/or trial.

(e) If any document protected by the attorney-client privilege, attorney work-product protection, joint defense or any other protection, privilege, or immunity is accidentally or inadvertently produced under this Paragraph, the document shall promptly be

returned to Philips, and its production shall in no way be construed to have waived any privilege or protection attached to such document.

(f) Plaintiffs and Lead Counsel agree they will not use the information provided by Philips or the Philips Releasees or their representatives under this Paragraph for any purpose other than the pursuit of the Action and, will not publicize the information beyond what is reasonably necessary for the prosecution of the action or as otherwise required by law. Any documents and other information provided will be deemed "Highly Confidential" and subject to the protective order entered in the Action as if they had been produced in response to discovery requests and so designated.

25. In the event that this Agreement fails to receive final approval by the Court as contemplated in Paragraphs 8-11 hereof, or in the event that it is terminated by either party under any provision herein, the parties agree that neither Plaintiffs nor Plaintiffs' counsel shall be permitted to introduce into evidence, at any hearing, or in support of any motion, opposition or other pleading in this action or in any other federal or state action alleging a violation of any antitrust or unfair competition law relating to the subject matter of this Action, the unsworn oral or written statements provided by the Philips Releasees, their counsel, or any individual made available by the Philips Releasees pursuant to the cooperation provisions of Paragraph 24.

26. Except as provided in Paragraph 24 of this Agreement, Philips need not respond to formal discovery from Plaintiffs, respond to the complaint, or otherwise participate in the Action during the pendency of the Agreement. Neither Philips 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, Philips 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 Philips or Plaintiffs had Philips been participating in the Action.



27. Philips agrees that it will not disclose publicly or to any other defendant the terms of this Agreement until this Agreement is submitted to the Court for approval. Philips also agrees that it will not disclose publicly or to any other defendant the information provided to Plaintiffs pursuant to this Agreement, except as otherwise required by law.

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

28. 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 10 of this Agreement, or if the Court enters the final judgment and appellate review is sought, and on such review, such final judgment is not affirmed in its entirety, then Philips 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 39. 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.

29.A. 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 forthwith to Philips less only disbursements made in accordance with Paragraph 19 of this Agreement. Philips expressly reserves all of its rights and defenses if this Agreement does not become final.

29.B. Further, and in any event, Plaintiffs and Philips 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 wrongdoing whatsoever by Philips (or the Philips Releasees), or of the truth of any of the claims or allegations contained in the complaint or any other pleading filed by Plaintiffs 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.

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 Philips Releasee as provided in this Agreement.

31. The parties to this Agreement contemplate and agree that, prior to final approval of the settlement as provided for in Paragraphs 8-11 hereof, appropriate notice 1) of the settlement; and 2) of a hearing at which the Court will consider the approval of this Settlement Agreement will be given to-Class Members.

H. Miscellaneous.

32. This Agreement does not settle or compromise any claim by Plaintiffs or any Class Member asserted in the Consolidated Amended Complaint or, if amended, any subsequent Complaint, against any defendant or alleged co-conspirator other than the Philips Releasees. All rights against such other defendants or alleged co-conspirators are specifically reserved by Plaintiffs and the Class. Philips' sales to the Class shall not be removed from the Action.

33. This Agreement shall not affect whatever rights Releasors or any of them may have (i) to seek damages or other relief in a judicial forum outside the United States of America, under the laws of countries other than the United States, from any person with respect to any CRT Products purchased directly from the manufacturer (or any subsidiary or affiliate thereof) outside the United States; (ii) to participate in or benefit from any relief or other recovery as part of a settlement or judgment in any action on behalf of any indirect purchasers of CRT Products so long as such benefit, relief or recovery is not duplicative in whole or part of any Released Claim; (iii) to participate in or benefit from any relief or recovery as part of a judgment or settlement in this action against any other party named as a defendant (other than a Philips Releasee); or (iv) to assert any product liability or breach of contract claims in the ordinary course of business which are not covered by the Released Claims.

34. The United States District Court for the Northern District of California shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of this Agreement that cannot be resolved by negotiation and agreement by Plaintiffs and Philips. 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.

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

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

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

38. Neither Plaintiffs nor Philips 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.

39. 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.

40. Each of the undersigned attorneys 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.

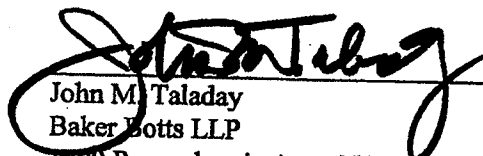
Dated: February 1, 2012



Guido Saveri

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**Lead Counsel and Attorneys for the Class**



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Interim Lead Counsel for the Direct Purchaser Plaintiffs

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

In re: CATHODE RAY TUBE (CRT)  
ANTITRUST LITIGATION

This Document Relates to:

ALL DIRECT PURCHASER ACTIONS

Master File No. CV-07-5944-SC

MDL No. 1917

**DECLARATION OF MARKHAM  
SHERWOOD IN SUPPORT OF MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENTS**

1 I, Markham Sherwood, declare as follows:

2 1. I am employed by Gilardi & Co., LLC ("Gilardi"), located at 3301 Kerner Blvd.,  
3 San Rafael, California. Gilardi was hired by class counsel as the Settlement Administrator in this  
4 matter. I am over 21 years of age and am not a party to this action. I have personal knowledge of  
5 the facts set forth herein and, if called as a witness, could and would testify competently thereto.

6 2 Gilardi was formed in 1984 to assist attorneys with securities, antitrust, consumer  
7 protection class actions, and other similar matters. Gilardi specializes in designing, developing,  
8 analyzing, and implementing settlement administration plans that support due process. During  
9 the past 28 years Gilardi has administered class notice and class settlements in over 3,500 class  
10 actions, and has distributed more than \$20 billion in assets.

11 3. Between May 16 and May 29, 2012 Gilardi received from Plaintiffs' Counsel eight  
12 files which included the names, and, where available, the addresses and electronic mail addresses  
13 of all class members identified by Defendants in this matter. Gilardi formatted the list for mailing  
14 purposes, removed duplicate records, removed known Defendant entities, researched company  
15 names lacking addresses and added addresses where found, and processed the names and  
16 addresses through the National Change of Address Database to update any addresses on file with  
17 the United States Postal Service ("USPS").

18 4. On June 7, 2012, Gilardi caused the Notice to be printed and mailed to the 16,307  
19 unique names and addresses on the class list. Gilardi delivered the Notices to the United States  
20 Post Offices located in San Rafael and Santa Rosa, California. A true and correct copy of the  
21 Notice is attached hereto as Exhibit A.

22 5. On June 7, 2012, Gilardi caused the Notice to be electronically distributed to the  
23 791 unique electronic mail addresses on the class list.

24 6. On or before June 7, 2012, Gilardi established a case-dedicated website at  
25 [www.CRTDirectPurchaserAntitrustSettlement.com](http://www.CRTDirectPurchaserAntitrustSettlement.com). There, potential class members can view and  
26 print copies of the CPT Settlement Agreement, the Philips Settlement Agreement, the Notice, and  
27 the Order Granting Settlement Class Certification and Preliminary Approval of Class Action  
28 Settlements with CPT and Philips. Class members can also view Frequently Asked Questions and

1 obtain Gilardi's contact information.

2 7. On or before June 7, 2012, Gilardi activated a toll-free telephone number, 1-877-  
3 224-3063, through which callers are able to connect with a live customer service representative  
4 Monday through Friday from 7:00 a.m. to 5:00 p.m. Pacific Time. English and Spanish operators  
5 are available.

6 8. Through its in-house advertising agency, Larkspur Design Group, Gilardi caused  
7 the Summary Notice to be published in the national edition of the Wall Street Journal on June 11,  
8 2012. A true and correct copy of the tear sheet provide by the Wall Street Journal is attached  
9 hereto as Exhibit B.

10 9. The postmark deadline for class members to be excluded from the settlement  
11 classes was July 23, 2012. To date, Gilardi has received 23 timely requests for exclusion from  
12 the settlements. A report detailing the requests for exclusion received at Gilardi is attached hereto  
13 as Exhibit C.

14 10. The postmark deadline for class members to object to the settlement was July 23,  
15 2012. To date, Gilardi has received zero (0) objections to the settlements.

16 I declare under penalty of perjury that the foregoing is true and correct, and that this  
17 declaration was executed this 17th day of August, 2012 at San Rafael, California.

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19   
20 MARKHAM SHERWOOD  
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# **EXHIBIT A**



UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

**If You Bought A Cathode Ray Tube Product,  
A Class Action Settlement May Affect You.**

Cathode Ray Tube (CRT) Products include Cathode Ray Tubes and finished products that contain a Cathode Ray Tube such as Televisions and Computer Monitors

*A Federal Court authorized this Notice. This is not a solicitation from a lawyer.*

- A class action lawsuit brought on behalf of direct purchasers of CRT Products is currently pending.
- Plaintiffs claim that Defendants (listed below) and co-conspirators engaged in an unlawful conspiracy to fix, raise, maintain or stabilize the prices of cathode ray tubes. Plaintiffs further claim that direct purchasers from the Defendants of televisions and monitors containing cathode ray tubes may recover for the effect that the cathode ray tube conspiracy had on the prices of televisions and monitors. Plaintiffs allege that, as a result of the unlawful conspiracy involving cathode ray tubes, they and other direct purchasers paid more for CRT Products than they would have paid absent the conspiracy. Defendants deny Plaintiffs' claims.
- Settlements have been reached with (1) Chunghwa Picture Tubes, Ltd. and Chunghwa Picture Tubes (Malaysia) Sdn. Bhd. (collectively "CPT"), and (2) Koninklijke Philips Electronics N.V., Philips Electronics North America Corporation, Philips Electronics Industries (Taiwan), Ltd., and Philips Da Amazonia Industria Electronica Ltda. (collectively, "Philips"). The companies are together referred to as the "Settling Defendants."
- Your legal rights will be affected whether you act or don't act. This Notice includes information on the Settlements and the continuing lawsuit. Please read the entire Notice carefully.

**These Rights and Options – and deadlines to exercise them – are explained in this notice**

You can object or comment on the Settlements *see* Question 10

You may also exclude yourself from the Settlements *see* Question 10

You may go to a hearing and comment on the Settlements *see* Question 14

- The Court in charge of this case still has to decide whether to approve each of the Settlements. The case against the Non-Settling Defendants (identified below) continues.

**WHAT THIS NOTICE CONTAINS**

**Basic Information ..... Page 2**

1. Why did I get this notice?
2. Who are the Defendant companies?
3. What is this lawsuit about?
4. Why are there Settlements but the litigation is continuing?
5. What is a Cathode Ray Tube Product?
6. What is a class action?

**The Settlement Class ..... Page 2**

7. How do I know if I'm part of the Settlement Class?
8. What does the Settlement provide?
9. When can I get a payment?
10. What are my rights in the Settlement Class?
11. What am I giving up to stay in the Settlement Class?

**The Settlement Approval Hearing ..... Page 4**

12. When and where will the Court decide whether to approve the Settlement?
13. Do I have to come to the hearing?
14. May I speak at the hearing?

**The Lawyers Representing You ..... Page 4**

15. Do I have a lawyer in the case?
16. How will the lawyers be paid?

**Getting More Information ..... Page 4**

17. How do I get more information?

**BASIC INFORMATION****1. Why did I get this notice?**

You or your company may have directly purchased Cathode Ray Tubes (CRTs) or certain products containing those tubes between March 1, 1995 and November 25, 2007. For purposes of these Settlements, a direct purchaser is a person or business who bought a CRT, or a television or computer monitor containing a CRT directly from one or more of the Defendants, co-conspirators, affiliates, or subsidiaries themselves, as opposed to an intermediary (such as a retail store).

You have the right to know about the litigation and about your legal rights and options before the Court decides whether to approve the Settlements.

The notice explains the litigation, the two settlements, and your legal rights.

The Court in charge of the case is the United States District Court for the Northern District of California, and the case is called *In re Cathode Ray Tube (CRT) Antitrust Litigation*, MDL No. 1917. The people who sued are called Plaintiffs and the companies they sued are called Defendants.

**2. Who are the Defendant companies?**

The Defendant companies include: LG Electronics, Inc., LG Electronics U.S.A., Inc., LG Electronics Taiwan Taipei Co., Ltd., Koninklijke Philips Electronics N.V., Philips Electronics North America Corporation, Philips Electronics Industries (Taiwan), Ltd., Philips da Amazonia Industria Electronica Ltda., LP Displays International, Ltd. f/k/a LG.Philips Displays, Samsung Electronics Co., Ltd., Samsung Electronics America, Inc., Samsung SDI Co. Ltd., Samsung SDI America, Inc., Samsung SDI Mexico S.A. de C.V., Samsung SDI Brasil Ltda., Shenzhen Samsung SDI Co. Ltd., Tianjin Samsung SDI Co. Ltd., Samsung SDI Malaysia Sdn. Bhd., Toshiba Corporation, Toshiba America, Inc., Toshiba America Consumer Products, LLC., Toshiba America Information Systems, Inc., Toshiba America Electronics Components, Inc., Panasonic Corporation f/k/a Matsushita Electric Industrial, Ltd., Panasonic Corporation of North America, MT Picture Display Co., Ltd., Beijing-Matsushita Color CRT Company, Ltd. (BMCC), Hitachi, Ltd., Hitachi Displays, Ltd., Hitachi Electronic Devices (USA), Inc., Hitachi America, Ltd., Hitachi Asia, Ltd., Tatung Company of America, Inc., Chunghwa Picture Tubes Ltd., Chunghwa Picture Tubes (Malaysia) Sdn. Bhd., IRICO Group Corporation, IRICO Display Devices Co., Ltd., IRICO Group Electronics Co., Ltd., Thai CRT Company, Ltd., Daewoo Electronics Corporation f/k/a Daewoo Electronics Company, Ltd., Daewoo International Corporation, Irico Group Corporation, Irico Group Electronics Co., Ltd., and Irico Display Devices Co., Ltd.

**3. What is this lawsuit about?**

The lawsuit alleges that Defendants and co-conspirators conspired to raise and fix the prices of CRTs and the CRTs contained in certain finished products for over ten years, resulting in overcharges to direct purchasers of those CRTs and certain finished products containing CRTs. The complaint describes how the Defendants and co-conspirators allegedly violated the U.S. antitrust laws by establishing a global cartel that set artificially high prices for, and restricted the supply of, CRTs and the televisions and monitors that contained them. Defendants deny Plaintiffs' allegations. The Court has not decided who is right.

**4. Why are there Settlements but the litigation is continuing?**

Only two of the Defendants have agreed to settle the lawsuit – CPT and Philips. The case is continuing against the remaining Non-Settling Defendants. Additional money may become available in the future as a result of a trial or future settlements, but there is no guarantee that this will happen.

**5. What is a Cathode Ray Tube Product?**

For the purposes of the Settlements, Cathode Ray Tube Products means Cathode Ray Tubes of any type (e.g. color display tubes, color picture tubes and monochrome display tubes) and finished products which contain Cathode Ray Tubes, such as Televisions and Computer Monitors.

**6. What is a class action?**

In a class action, one or more people, called class representatives, sue on behalf of people who have similar claims. All these people are members of the class, except for those who exclude themselves from the class.

If the Plaintiffs obtain money or benefits as a result of a trial or future settlement, you will be notified about those settlements, if any, at that time. Important information about the case will be posted on the website, [www.CRTDirectPurchaserAntitrustSettlement.com](http://www.CRTDirectPurchaserAntitrustSettlement.com) as it becomes available. Please check the website to be kept informed about any future developments.

**THE SETTLEMENT CLASS****7. How do I know if I'm part of the Settlement Class?**

All persons and entities who, between March 1, 1995 and November 25, 2007, directly purchased a CRT Product in the United States from any Defendant or subsidiary or affiliate thereof, or any co-conspirator. ("Settlement Class").

**8. What do the Settlements provide?**

The settlement with CPT provides for payment of \$10,000,000 in cash, plus interest. The settlement also provides for extensive cooperation with Plaintiffs regarding the antitrust conspiracy alleged in the complaint. In addition, CPT's sales remain in the case for the purpose of computing damages against the remaining non-settling Defendants. Finally, the settlement provides that \$500,000 of the \$10 million settlement fund, subject to Court approval, may be used to pay expenses incurred in the litigation for prosecution of the action on behalf of the Settlement Class against non-settling defendants.

The Settlement with Philips provides for payment of \$27,000,000 in cash; however, the \$27 million settlement amount is subject to reduction based on the number of exclusions from the Settlement Class after notice. The detailed reduction formula is set forth in the Philips settlement available on the Settlement Class website, [www.CRTDirectPurchaserAntitrustSettlement.com](http://www.CRTDirectPurchaserAntitrustSettlement.com). The settlement also provides for extensive cooperation with Plaintiffs regarding the antitrust conspiracy alleged in the complaint. In addition, Philips' sales remain in the case for the purpose of computing damages against the remaining non-settling Defendants. Finally, the settlement provides that \$500,000 of the settlement fund, subject to Court approval, may be used to pay expenses incurred in the litigation for prosecution of the action on behalf of the purported class against non-settling defendants.

More details are in both Settlement Agreements, available at [www.CRTDirectPurchaserAntitrustSettlement.com](http://www.CRTDirectPurchaserAntitrustSettlement.com).

**9. When can I get a payment?**

No money will be distributed to any Settlement Class Member yet. The lawyers will pursue the lawsuit against the Non-Settling Defendants to see if any future settlements or judgments can be obtained in the case and then be distributed together, to reduce expenses.

Any future distribution of the Settlement Funds will be done on a *pro rata* basis. You will be notified in the future when and where to send a claim form. **DO NOT SEND ANY CLAIMS NOW.**

In the future, each Settlement Class member's *pro rata* share of the Settlement Fund will be determined by computing each valid claimant's total CRT Product purchases divided by the total valid CRT Product purchases claimed. This percentage is multiplied to the Net Settlement Fund (total settlements minus all costs, attorneys' fees, and expenses) to determine each claimant's *pro rata* share of the Settlement Fund. To determine your CRT Product purchases, CRT tubes (color display and color picture) are calculated at full value (100%) while CRT televisions are valued at 50% and CRT computer monitors are valued at 75%.

In summary, all valid claimants will share in the settlement funds on a *pro rata* basis determined by the CRT value of the product you purchased -tubes 100%, monitors 75% and televisions 50%.

**10. What are my rights in the Settlement Class?**

**Remain in the Settlement Class:** If you wish to remain a member of the Settlement Class you do not need to take any action at this time.

**Get out of the Settlement Class:** If you wish to keep any of your rights to sue the Settling Defendants about the claims in this case you must exclude yourself from the Settlement Class. You will not get any money from either of the settlements if you exclude yourself from the Settlement Class.

To exclude yourself from the Settlement Class, you must send a letter that includes the following:

- Your name, address and telephone number;
- A statement saying that you want to be excluded from *In re Cathode Ray Tube (CRT) Antitrust Litigation*, MDL No. 1917, CPT Settlement, and/or Philips Settlement; and
- Your signature.

You must mail your exclusion request, postmarked no later than **July 23, 2012**, to:

CRT Claims Administrator  
c/o Gilardi & Co. LLC  
P.O. Box 8090  
San Rafael, CA 94912-8090  
Tel: 877-224-3063

**Remain in the Settlement Class and Object:** If you have comments about, or disagree with, any aspect of the Settlements, you may express your views to the Court by writing to the address below. The written response needs to include your name, address, telephone number, the case name and number (*In re Cathode Ray Tube (CRT) Antitrust Litigation*, MDL No. 1917), a brief explanation of your reasons for objection, and your signature. The response must be postmarked no later than **July 23, 2012** and mailed to:

COURT Honorable Charles A. Legge (Ret.) JAMS Two Embarcadero, Suite 1500 San Francisco, CA 94111	INTERIM LEAD COUNSEL Guido Saveri R. Alexander Saveri SAVERI & SAVERI, INC. 706 Sansome Street San Francisco, CA 94111	COUNSEL FOR CPT Joel S. Sanders Gibson, Dunn & Crutcher LLP 555 Mission Street, Suite 3000 San Francisco, CA 94105	COUNSEL FOR PHILIPS John M. Taladay Baker Botts LLP 1299 Pennsylvania Ave. N.W. Suite 1000 Washington, D.C. 20004
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**For More Information: Call 1-877-224-3063 or Visit [www.CRTDirectPurchaserAntitrustSettlement.com](http://www.CRTDirectPurchaserAntitrustSettlement.com)**

**11. What am I giving up to stay in the Settlement Class?**

Unless you exclude yourself from the Settlement Class, you can't sue the Settling Defendants, or be part of any other lawsuit against Settling Defendants about the legal issues in this case. It also means that all of the decisions by the Court will bind you. The "Release of Claims" includes any causes of actions asserted or that could have been asserted in the lawsuit, as described more fully in the Settlement Agreements. The Settlement Agreements are available at [www.CRTDirectPurchaserAntitrustSettlement.com](http://www.CRTDirectPurchaserAntitrustSettlement.com).

**THE SETTLEMENT APPROVAL HEARING**

**12. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Fairness Hearing at **10:00 a.m. on September 20, 2012**, at JAMS, Two Embarcadero, Suite 1500, San Francisco, CA 94111. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check the Settlement Class website for information. At this hearing, the Court will consider whether the Settlements are fair, reasonable and adequate. If there are objections or comments, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlements. We do not know how long these decisions will take.

**13. Do I have to come to the hearing?**

No. Interim Lead Counsel will answer any questions the Court may have, but you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

**14. May I speak at the hearing?**

If you want your own lawyer instead of Interim Lead Counsel to speak at the Final Approval Hearing, you must give the Court a paper that is called a "Notice of Appearance." The Notice of Appearance should include the name and number of the lawsuit (*In re Cathode Ray Tube (CRT) Antitrust Litigation*, MDL No. 1917), and state that you wish to enter an appearance at the Fairness Hearing. It also must include your name, address, telephone number, and signature. Your "Notice of Appearance" must be postmarked no later than **July 23, 2012**. You cannot speak at the Hearing if you previously asked to be excluded from the Settlement.

The Notice of Appearance must be sent to the addresses listed in Question 10.

**THE LAWYERS REPRESENTING YOU**

**15. Do I have a lawyer in the case?**

Yes. The Court has appointed the law firm of Saveri & Saveri, Inc. to represent you as "Interim Lead Counsel." You do not have to pay Interim Lead Counsel. If you want to be represented by your own lawyers, and have that lawyer appear in court for you in this case, you may hire one at your own expense.

**16. How will the lawyers be paid?**

Class Counsel are not asking for attorneys' fees at this time. At a future time, Interim Lead Counsel will ask the Court for attorneys' fees not to exceed one-third (33.3%) of this or any future Settlement Fund plus reimbursement of their costs and expenses, in accordance with the provisions of the Settlement Agreements. Interim Lead Counsel may also request that an amount be paid to each of the Class Representatives who helped the lawyers on behalf of the whole Class.

**GETTING MORE INFORMATION**

**17. How do I get more information?**

This Notice summarizes the lawsuit and the Settlement. You can get more information about the lawsuit and Settlements at [www.CRTDirectPurchaserAntitrustSettlement.com](http://www.CRTDirectPurchaserAntitrustSettlement.com), by calling 1-877-224-3063, or writing to CRT Claims Administrator, c/o Gilardi & Co. LLC, P.O. Box 808003, Petaluma CA 94975-8003. Please do not contact JAMS or the Court about this case.

Dated: June 7, 2012

BY ORDER OF THE COURT

# **EXHIBIT B**





# **EXHIBIT C**



**Cathode Ray Tubes Antitrust Litigation  
Requests For Exclusion Received**

**Automated Environments, Inc**

1853 S Horne #5  
Mesa, AZ 85204

**Best Buy**

Best Buy Co., Inc.  
Best Buy Purchasing, LLC  
Best Buy Enterprise Services, Inc.  
Best Buy Stores, L.P.  
BestBuy.com, LLC  
Magnolia Hi-Fi, Inc.

7601 Penn Avenue South  
Richfield, MN 55423

**Anheuser Busch Companies LLC**

1 Busch Place  
St. Louis, MO 63118

**Circuit City Stores, Inc.**

Alfred H. Siegel, Trustee  
Liquidating Trust  
P.O. Box 5695  
Glen Allen, VA 23058

**CompuCom Systems, Inc.**

7171 Forest Lane  
Dallas, TX 75230

**Electrograph Systems, Inc.**

Electrograph Technologies Corp.  
International Computer Graphics, Inc.  
ActiveLight, Inc.  
CineLight Corporation  
Manchester Technologies, Inc.  
Machester Equipment Co. Inc.  
Champion Vision, Inc.  
Coastal Office Products, Inc.

53 Lakeside Drive  
Rockville Ctr, NY 11570

**Interbond Corporation of America**

d/b/a BrandsMart USA

3200 SW 42nd St.  
Hollywood, FL 33312

**Office Depot, Inc.**

Office Depot Asia Holding Limited  
Office Depot BA SAS (f.k.a. Guilbert France S.AS.)  
Office Depot BVBA (f.k.a. Guilbert Belgium BVBA)  
Office Depot Brasil Limitada (inactive)  
Office Depot Brasil Participacoes Limitad  
Office Depot Centro America, SA de CV  
Office Depot Chile Limitada (inactive)  
Office Depot Cyprus Limited (f.k.a. Claigan Ltd.)  
Office Depot Delaware Overseas Finance No. 1, LLC (f.k.a Office Depot Delaware Overseas Finance No. 1, Inc.)  
Office Depot de Mexico SA de CV  
Office Depot Deutschland GmbH (f.k.a Guilbert Deutschland GmbH)  
Office Depot France SNC (f.k.a Office Depot France SAS)  
Office Depot Hungary Kft (f.k.a Elso Iroda Superstore Kft.)  
Office Depot, Inc.  
Office Depot International BVBA  
OD International (Luxembourg) Finance  
Office Depot, B.V. (formerly Guilbert Netherland BV)  
Office Depot Cooperatief W.A.  
Office Depot Europe B.V.  
Office Depot Europe Holdings Ltd.  
Office Depot GmbH + Switzerland  
Office Depot Holding GmbH + Switzerland  
Office Depot Holding Ltd.  
Office Depot Holding 2 Ltd.  
Office Depot Holding 3 Ltd.



Office Depot, Inc.  
Office Depot International B.V.  
Office Depot International (UK) Ltd.  
Office Depot Ireland Limited (f.k.a Guilbert Ireland Ltd)  
Office Depot (Israel) Ltd.  
Office Depot Italia S.r.l.  
Office Depot Japan Limited  
Office Depot Korea Limited (f.k.a Best Office Co., Ltd.)  
Office Depot Latin American Holdings B.V.  
Office Depot MDF SNC  
Office Depot NA B.V.  
Office Depot N.A. Shares Services LLC  
Office Depot Netherland B.V. (f.k.a Office Depot International, B.V.) (f.k.a Viking Direct (Holdings) B.V.)  
Office Depot Network Technology Ltd.  
Office Depot (Operations) Holding B.V. (f.k.a Guilbert Trademarks B.V.)  
Office Depot Overseas Limited  
Office Depot Overseas Holding Limited  
Office Depot Overseas 2 Holding Limited  
Office Depot Poland Sp Z.O.o. (f.k.a Fontinalis)  
Office Depot Private Limited  
Office Depot Procurement and Sourcing (Schenzhen) Company Ltd. Or translated: Office Depot Merchandising (Shenzhen) Company Ltd.  
Office Depot Puerto Rico, LLC  
Office Depot SAS (f.k.a Guilbert SAS)  
Office Depot Service Center SRL  
Office Depot Service - und BeteiligungsGmbH&Co.KG  
Office Depot s.r.o. (f.k.a Papirius s.r.o.)  
Office Depot S.L. (f.k.a Guilbert Espana S.L.)  
Office Depot Tokumei Kumiai  
Office Depot UK Limited (f.k.a Guilbert UK Ltd)  
Office Depot - Viking Holdings B.V.  
2300 South Congress LLC  
4Sure.com, Inc.  
AGE Kontor & Data AB  
AsiaEC.com Limited  
BizDepot, LLC (inactive)  
Centro de Apoyo Caribe SA de CV  
Centro de Apoyo SA de CV  
Computers4Sure.com, Inc.  
Curry's Limited  
Deo Deo Tokumei Kumiai  
eOffice Planet India Private Limited  
Erial BQ S.A.  
Europa S.A.S.  
Gosta Hansson & Co AB  
Guibert Beteiligungsholding GmbH  
Guilbert International B.V.  
Guilbert Luxembourg S.A.R.L.  
Guilbert UK Holdings Ltd  
Guilbert UK Pension Trustees Ltd  
HC Land Company LLC  
Helge Dahnbert AB + Sweden  
Heteyo Holdings B V.  
Hutter GmbH  
Japan Office Supplies, LLC  
Kontorsackhandlarna Stockholm AB + Sweden  
Kontorsgruppen I Sverige AB + Sweden  
NEWGOH Immobilienverwaltung GmbH  
Neighborhood Retail Development Fund, LLC (inactive)  
Niceday Distribution Centre Ltd  
North American Card and Coupon Services, LLC  
Notus Aviation, Inc.  
OD Acquisition Canada ULC  
OD Aviation, Inc.  
OD Colombia Ltda  
OD El Salvador, Ltda. De C.V.  
OD France, LLC  
ODV France, LLC  
ODG Caribe SA de CV (f.k.a Uruguay Cia. Papelera, SA de CV)  
OD Guatemala y Compania. Limitada  
OD Honduras S de RL  
OD International, Inc.  
OD International Holdings CV  
OD International (Luxembourg) Holdings S.A.R.L.  
OD International (Luxembourg) Participation S.A.R.L.  
OD Management SNC  
OD Medical Solutions LLC  
OD of Texas, LLC (f.k.a OD of Texas Inc.)  
ODPanamaSA  
OD S.N.C.  
ODST, LLC (inactive)

OD Tressorerie (f.k.a om S.N.C)  
Office 1 Ltd  
Office 1 (1995) Ltd  
Office Club, Inc.  
OfficeSupplies.com, Inc.  
Office Town, Inc. (inactive)  
Papirius Kft.  
Pappersnabben I Malmo AB + Sweden  
Patitucci Ltd.  
Reliable Uk Ltd  
Ritma AB + Sweden  
S.A.R.L.  
Servicios Administrativos Office Depot SadeCV  
Servicios y Material De Escritorio S.L.  
Solutions4Sure.com, Inc.  
Stitching Office Depot Charity for Children  
Swinton Avenue Trading Limited, Inc.  
Viking Direct B.V.  
Viking Direct (Holdings) Limited  
Viking Direct (Ireland) Limited (f.k.a Viking Direct (Ireland) Limited; then Office Depot International (Ireland) Limited -new change effective as of 912004  
Viking Direct S.A.R.L.  
Dviking Direkt GesmbH  
Viking Finance (Ireland) Limited  
Viking Office Products, Inc.  
Viking Office Products KK  
Viking Office Products S.r.l. (f.k.a Viking Direct Srl)  
VOP (Ireland) Limited  
VPC System S.r.l. (inactive)

6600 N. Military Trail  
Boca Raton FL 33496

**P.C. Richard & Son Long Island Corporation**

P.C Ricard & Son Long Island Corporation  
A.J. Richard & Sons, Inc.;  
P.C Ricard & Son, LLC;  
P.C. Richard Service Company;  
Alfred Reliable Appliances, Inc.;  
Reliable Richard's Service Corp.;  
AGP Services Corp.;  
Two Guys Ventures Corp.;  
A.J. Staten Island, LLC;  
P.C. Deer Park, LLC;  
P.C. 185 Price Parkway, LLC;  
P.C. 1574, Inc.;  
P.C. 1574 Milford LLC;  
P.C. Lawrenceville, LLC;  
P.C. Brick 70, LLC;  
P.C. Richard & Son Connecticut, LLC

150 Price Parkway  
Farmingdale NY 11735

**Rockwell Collins**

400 Collins Rd NE  
Cedar Rapids, IA 52498

**Sharp Corporation**

Sharp Electronics Corporation  
Sharp Manufacturing Company of America  
Sharp Electronics Manufacturing Company of America

22-22 Nagaike-Cho  
Abeno-Ku  
Osaka, JAPAN 545-8522  
and  
Sharp Plaza  
Mahwah, NJ 07495

**Tech Data Corporation**

AKL Telecommunications GmbH  
Azlan European Finance Limited  
Azlan GmbH  
Azlan Group Limited  
Azlan Limited  
Azlan Logistics Limited  
Azlan Overseas Holdings Ltd.  
Azlan Scandinavia AB  
Batterex B.V.  
Computer 2000 Distribution Ltd.

Computer 2000 Publishing AB  
Datatechnology Datech Ltd.  
Datech 2000 Ltd.  
Expander Express AB  
Expander Informatic AB  
Expander Technical AB  
Frontline Distribution Ltd.  
Frontline Distribution (Ireland) Ltd.  
Hakro-Ooseterberg-Nijkerk B.V.  
Horizon Technical Services (UK) Limited  
Horizon Technical Services AB  
Hotlamps Limited  
Managed Training Services Limited  
Maneboard Ltd  
Maverick Presentation Products Limited  
ProDesk N.V  
Quadrangle Technical Services Limited  
Screen Expert Limited UK  
TD Brasil, Ltda  
TD Facilities, Ltd. (Partnership)  
TD Fulfillment Services, LLC  
TD Tech Data AB  
TD Tech Data Portugal Lda  
TD United Kingdom Acquisition Limited  
Tech Data (Netherlands) B.V.  
Tech Data (Schweiz) GmbH  
Tech Data bvba/sprl  
Tech Data Canada Corporation  
Tech Data Chile S.A.  
Tech Data Colombia S.A.S.  
Tech Data Corporation ("TDC")  
Tech Data Denmark ApS  
Tech Data Deutschland GmbH  
Tech Data Distribution s.r.o.  
Tech Data Education, Inc.  
Tech Data Espana S.L.U.  
Tech Data Europe GmbH  
Tech Data Europe Services and Operations, S.L.  
Tech Data European Management GmbH  
Tech Data Finance Partner, Inc.  
Tech Data Finance SPV, Inc.  
Tech Data Financing Corporation  
Tech Data Finland OY  
Tech Data Florida Services, Inc.  
Tech Data France Holding Sarl  
Tech Data France SAS  
Tech Data GmbH & Co OHG  
Tech Data Information Technology GmbH  
Tech Data Global Finance LP  
Tech Data International Sarl  
Tech Data Italia s.r.l.  
Tech Data Latin America, Inc.  
Tech Data Ltd  
Tech DataLuxembourg Sarl  
Tech Data Management GmbH  
Tech Data Marne SNC  
Tech Data Mexico S. de R.L. de C.V.  
Tech Data Midrabge GmbH  
Tech Data Nederland B.V.  
Tech Data Norge AS  
Tech Data Operations Center, SA  
Tech Data Osterreich GmbH  
Tech Data Peru S.A.C.  
Tech Data Polska Sp.z.o.o  
Tech Data Product Management, Inc.  
Tech Data Resources, LLC  
Tech Data Service GmbH  
Tech Data Servicios, S. de R.L. de C.V.  
Tech Data Strategy GmbH  
Tech Data Tennessee, Inc.  
Tech DataUruguay S.A.  
Triade Holding B.V.  
Triade Rosenmeier Electronics AS

5350 Tech Data Drive  
Clearwater, FL 33760

**Schultze Asset Management, LLC**

Tweeter Newco, LLC  
Tweeter Opco, LLC  
Tweeter Intellectual Property, LLC  
Tweeter Tivoli, LLV  
Tweeter Home Entertainment Group, Inc.  
Sound Advice, Inc d//b/a Sound Advice and Showcase Home Entertainment  
Hifi Buys Incorporated  
Tweeter Etc.  
Douglas TV & Appliance, Inc.  
Douglas Audio Video Caters, Inc.  
United Audio Centers, Inc.  
Sumarc Electronics Incorporated d/b/a NOW! Audio Video  
Bryn Mawr Radio and Television, Inc.  
The Video Scene, Inc. d/b/a Big Screen City  
Hillcrest High Fidelity, Inc. d/b/a Hillcrest Audio  
DOW Stereo/Video, Inc.  
Home Entertainment of Texas, Inc.  
SMK Marketing, Inc. d/b/a Audio Video Systems  
Sound Advice of Arizona, Inc.  
New England Audio Co., Inc.  
NEA Delaware, Inc.  
THEG USA L.P.  
Showcase Home Entertainment  
  
3000 Westchester Avenue, Ste 204  
Purchase, NY 10577

**Unisys Corporation**

801 Lakeview Drive Ste 100  
Blue Bell, PA 19422

**NECO Alliance LLC\***

Aitoro Appliance Co., Inc.  
Appliance Dealers Cooperative Inc.  
Dynamic Marketing, Inc.  
Intercounty Appliance Corp.  
Nationwide of Connecticut, Inc.  
New England Appliance & Electronics Group, Inc.

620 Route 25A, Suite D  
Mount Sinai, NY 11766

**Target Corporation**

1000 Nicolett Mall  
Minneapolis, MN 55403

**Sears**

Sears, Roebuck and Co.  
Sears Holdings Corporation  
Sears Holdings Management Corporation  
Kmart Corporation  
Kmart Management Corporation  
Kmart Holdings Corporation

3333 Beverly Road  
Hoffman Estates, IL 60179

**Dell, Inc.**

Alienware Corporation  
Alienware Labs Corporation  
ASAP Software Express Inc.  
Boomi, Inc  
Bracknell Boulevard (Block C) L.L.C.  
Bracknell Boulevard (Block D) L.L.C.  
Compellent Technologies Inc.  
DCC Executive Security Inc.  
Dell America Latina Corp  
Dell Asset Revolving Trust  
Dell Asset Securitization GP L.L.C.  
Dell Asset Securitization Holding L.P.  
Dell Columbia Inc.  
Dell Computer Holdings L.P.  
Dell Conduit Funding L.P.  
Dell Conduit GP L.L.C.  
Dell DFS Corporation  
Dell DFS Holdings L.L.C.  
Dell Equipment Funding L.P.  
Dell Equipment GP L.L.C.  
Dell Federal Systems Corporation

Dell Federal Systems GP L.L.C.  
Dell Federal Systems L.P.  
Dell Federal Systems LP L.L.C.  
Dell Financial Services L.L.C.  
Dell Funding L.L.C.  
Dell Global Holdings IV L.L.C.  
Dell Global Holdings IX L.L.C.  
Dell Global Holdings L.L.C.  
Dell Global Holdings VI L.L.C.  
Dell Global Holdings VII L.L.C.  
Dell Global Holdings VIII L.L.C.  
Dell International Holdings I L.L.C.  
Dell International L.L.C.  
Dell Marketing Corporation  
Dell Marketing GP L.L.C.  
Dell Marketing L.P.  
Dell Marketing LP L.L.C.  
Dell Products Corporation  
Dell Products GP L.L.C.  
Dell Products L.P.  
Dell Products LP L.L.C.  
Dell Protective Services Inc.  
Dell Receivables Corporation  
Dell Receivables GP L.L.C.  
Dell Receivables LP  
Dell Receivables LP L.L.C.  
Dell Revolver Company L.P.  
Dell Revolver Funding L.L.C.  
Dell Revolver GP L.L.C.  
Dell Product and Process Innovation Services Corp.  
Dell USA Corporation  
Dell USA GP L.L.C.  
Dell USA LP  
Dell USA LP L.L.C.  
Dell World Trade Corporation  
Dell World Trade GP L.L.C.  
Dell World Trade L.P.  
Dell World Trade LP L.L.C.  
DFS Equipment Holdings, L.P.  
DFS Equipment Remarketing LLC  
DFS Funding L.L.C.  
DFS-SPV L.L.C.  
Force10 Networks, Inc.  
Turin Networks International, Inc.  
Force10 Networks Global, Inc.  
Force10 Networks International, Inc.  
InSite One, Inc.  
License Technologies Group, Inc.  
Perot Systems Application Solutions Inc.  
Perot Systems Communications Services, Inc.  
Perot Systems Corporation  
Perot Systems Government Healthcare Solutions, Inc.  
Perot Systems Government Services, Inc.  
Perot Systems Government Solutions, Inc.  
Perot Systems Healthcare Solutions, Inc.  
Perot Systems Revenue Cycle Solutions, Inc.  
PrSM Corporation  
PSC GP Corporation  
PSC Healthcare Software, Inc.  
PSC LP Corporation  
PSC Management Limited Partnership  
QSS Group, Inc.  
Secure Works Holding Corp.  
Secure Works Inc.  
Transaction Applications Group Inc.  
Alienware Latin America, S.A  
Canada Branch of Perot Systems Corporation  
Corporacion Dell de Venezuela SA  
Dell DFS Canada Inc.  
Dell America Latina Corp., Argentina Branch  
Dell Canada, Inc.  
Dell Columbia Inc., Columbia Branch  
Dell Computadores do Brasil Ltda.  
Dell Computer de Chile Ltda.  
Dell Computer Services de Mexico SA de CV  
Dell Export Sales Corporation  
Dell Global Holdings III L.P.  
Dell Global Holdings Ltd.  
Dell Guatemala Ltda.  
Dell Honduras S de RL de CV

Dell Mexico, S.A. de C.V.  
 Dell Panama S. de R.L.  
 Dell Peru, SAC  
 Dell Puerto Rico Corp.  
 Dell Quebec Inc.  
 Dell Technology Services Inc. S.R.L.  
 Dell Trinidad and Tobago Limited  
 Force10 Networks Mexico SA de CV  
 Force10 International, Ltd.  
 Perot Systems TSI (Bermuda) Ltd.  
 TXZ Holding Company Limited  
 26eme Avenue SAS  
 Abu Dabi Branch of PSC Healthcare Software, Inc.  
 Alienware Limited  
 Bracknell Boulevard Management Company Limited  
 Branch of Dell (Free Zone Company L.L.C.)  
 Compellent Technologies International Ltd.  
 Compellent Technologies Netherlands BV  
 Compellent Technologies Germany GmbH  
 Compellent Technologies France Sarl  
 Compellent Technologies Italy Srl  
 Dell A.B.  
 Dell A.S.  
 Dell A/S  
 Dell Asia B.V.  
 Dell B.V.  
 Dell Computer (Proprietary) Ltd  
 Dell Computer EEIG  
 Dell Computer International (II) - Comercio de Computadores Sociedade Unipessoal Lda  
 Dell Computer S.A.  
 Dell Computer spol. Sro  
 Dell Corporation Limited  
 Dell Corporation Limited - Northern Ireland Place of Business  
 Dell DFS Holdings Kft.  
 Dell DFS Ltd. - Spain Branch  
 Dell DFS Ltd  
 Dell Direct  
 Dell Distribution (EMEA) Limited External Company (Ghana)  
 Dell Distribution Maroc (Succ)  
 Dell Emerging Market (EMEA) Ltd (Russia Representative Office)  
 Dell Emerging Markets (EMEA) Limited  
 Dell Emerging Markets (EMEA) Limited - Egypt Representative Office  
 Dell Emerging Markets (EMEA) Limited - Representative Office  
 Dell Emerging Markets (EMEA) Limited - Representative Office (Jordan)  
 Dell Emerging Markets (EMEA) Limited - Representative Office (Rebublic of Croatia)  
 Dell Emerging Markets (EMEA) Limited (Kazakhstan Representative Office)  
 Dell Emerging Markets (EMEA) Limited (Uganda Representative Office)  
 Dell Emerging Markets (EMEA) Limited Magyarorszagi Kereskedelmi Kepviselet - Rep.Office  
 Dell Emerging Markets (EMEA) Limited Representative Office - Lebanon  
 Dell Emerging Markets (EMEA) Limited Trade Representative Office (Bulgaria)  
 Dell FZ - LLC  
 Dell FZ - LLC -- Bahrain Branch  
 Dell FZ - LLLC -- Qatar Branch  
 Dell Gesm.b.H.  
 Dell Global B.V.  
 Dell Global Holdings II B.V.  
 Dell Global Holdings III B.V.  
 Dell Global International BV  
 Dell GmbH  
 Dell Halle GmbH  
 Dell Hungary Technology Solutions Trade LLC  
 Dell III -- Comercio de Computadores, Unipessoal LDA  
 Dell International Holdings IX B.V.  
 Dell International Holdings Kft.  
 Dell International Holdings SAS  
 Dell International Holdings VIII B.V.  
 Dell International Holdings X B.V.  
 Dell International Holdings XII Cooperatoef U.A.  
 Dell International Services SRL  
 Dell L.L.C.  
 Dell N.V.  
 Dell Products  
 Dell Products (Europe) B.V.  
 Dell Products (Poland) Sp. Z o.o  
 Dell Products Manufacturing Ltd.  
 Dell Research  
 Dell (Switzerland) GmbH  
 Dell S.A.  
 Dell S.A.  
 Dell S.p.A.

Dell s.r.o.  
 Dell SA  
 Dell SAS  
 Dell Services S.r.L.  
 Dell Solutions (UK) Ltd.  
 Dell Sp.z.o.o.  
 Dell Taiwan B.V.  
 Dell Technology & Solutions (Nigeria) Limited  
 Dell Technology & Solutions Israel Ltd.  
 Dell Technology & Solutions Ltd. (Formerly Original Solutions Limited)  
 Dell Technology Products and Services S.A  
 Dell Teknoloji Limited Serketi  
 DFS BV  
 DIH IX CV  
 DIH VI CV  
 DIH VII CV  
 DIH VIII CV  
 Force10 Networks France SARL  
 Force10 Networks Germany (Branch)  
 Force10 Networks Spain (Rep Branch)  
 Force10 Networks Ltd.  
 LLC Dell Ukraine  
 Oy Dell A.B.  
 Dell Services GmbH (FKA. Perot Systems (Germany) GmbH)  
 Perot Systems (Slovakia) s.r.o.  
 Perot Systems (Switzerland) GmbH  
 Perot Systems (UK) Ltd.  
 Perot Systems B.V.  
 Perot Systems Europe Limited  
 Perot Systems Investments B.V.  
 Perot Systems Nederland B.V.  
 Perot Systems S.r.l.  
 Perot Systems TSI (Hungary) Liquidity Management LLC  
 Perot Systems TSI (Mauritius) Pvt. Ltd.  
 Perot Systems TSI (Middle East) FZ-LLC  
 Perot Systems TSI (Netherlands) B.V.  
 SCI Siman  
 Secure Works UK Ltd.  
 Secure Works UK Ltd. - Finland Branch  
 Alienware Corporation (Pacific Rim), Pty Ltd.  
 Australia Branch of Perot Systems (Singapore) Pte. Ltd.  
 Bearing Point Management Consulting (Shanghai) Ltd.  
 Dell (China) Company Limited  
 Dell (China) Company Limited, Beijing Branch  
 Dell (China) Company Limited, Beijing Liaison Office  
 Dell (China) Company Limited, Chengdu Branch  
 Dell (China) Company Limited, Chengdu Liaison Office  
 Dell (China) Company Limited, Dalian Branch  
 Dell (China) Company Limited, Guangzhou Branch  
 Dell (China) Company Limited, Guangzhou Liaison Office  
 Dell (China) Company Limited, Hangzhou Liaison Office  
 Dell (China) Company Limited, Nanjing Liaison Office  
 Dell (China) Company Limited, Shanghai Branch  
 Dell (China) Company Limited, Shanghai Liaison Office  
 Dell (China) Company Limited, Shenzhen Liaison Office  
 Dell (China) Company Limited, Xiamen Branch  
 Dell (Thailand) Co., Ltd.  
 Dell (Xiamen) Company Limited  
 Dell (Xiamen) Company Limited, Dalian Branch  
 Dell Asia Holdings Pte. Ltd.  
 Dell Asia Pacific Sdn Bhd (Pakistan Liaison Office)  
 Dell Asia Pacific Sdn.  
 Dell Asia Pacific Sdn. Philippines Representative Office  
 Dell Asia Pte. Ltd.  
 Dell Australia Pty. Limited  
 Dell B.V., Taiwan Branch  
 Dell Global B.V., Singapore Branch  
 Dell Global Business Center Sdn. Bhd.  
 Dell Global BV (Bangladesh Representative Office)  
 Dell Global BV (Indonesia Representative Office)  
 Dell Global BV (Pakistan Liaison Office)  
 Dell Global BV (Philippines Representative Office)  
 Dell Global BV (Sri-Lanka Representative Office)  
 Dell Global BV (Vietnam Representative Office)  
 Dell Global Procurement Malaysia Sdn. Bhd.  
 Dell Global Pte. Ltd.  
 Dell Hong Kong Limited  
 Dell India Private Ltd.  
 Dell India (Sales & Marketing) Private Limited  
 Dell International Inc.

Dell International Services Philippines Inc.  
Dell Japan Inc.  
Dell New Zealand Limited  
Dell Procurement (Xiamen) Company Limited  
Dell Procurement (Xiamen) Company Limited, Shanghai Branch  
Dell Procurement (Xiamen) Company Limited, Shenzhen Liaison Office  
Dell Sales Malaysia Sdn Bhd  
Dell Singapore Pte. Ltd.  
Dell Taiwan B.V., Taiwan Branch  
EqualLogic Japan Company Limited  
Turin Networks India Pvt. Ltd.  
Force10 Networks India Pvt. Ltd.  
Force10 Networks Australia Pty. Ltd.  
Force10 Networks Singapore Pvt. Ltd.  
Force10 Networks (Shanghai) Ltd.  
Force10 Networks Malaysia (Branch)  
Force10 Networks Hong Kong (Branch)  
Force10 Networks Korea YH  
Force10 Networks KK  
Ocarina Networks India Pvt. Ltd.  
Perot Systems (Malaysia) Sdn. Bhd.  
Perot Systems (Shanghai) Consulting Co., Limited  
Perot Systems (Singapore) Pte. Ltd.  
Perot Systems Holdings Pte. Ltd.  
Dell International Services India Private Limited (f.k.a. Perot Systems TSI (India) Private Limited)  
Dell (Chengdu) Company Limited  
Dell Services (China) Company Limited  
Dell Information Technology (Hunan) Company Limited  
PT Dell Indonesia

One Dell Way  
Round Rock, TX 78682

**ViewSonic Corporation**

ViewSonic Corporation  
ViewSonic International Corporation  
ViewSonic Display Limited  
ViewSonic Hong Kong Limited

381 Brea Canyon Road  
Walnut, CA 91789

**PBE Consumer Electronics, LLC**

c/o Linquest  
80 S Eighth Street  
Minneapolis, MN 55402

**Costco Wholesale Corporation**

999 Lake Dr  
Issaquah, WA 98027

**ABC Appliance, Inc.**

d/b/a ABC Warehouse  
1 West Silverdone Industrial Park  
Pontiac, MI 48342

**MARTA Cooperative of America, Inc.**

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**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

IN RE: CATHODE RAY TUBE (CRT)  
ANTITRUST LITIGATION

Master File No. CV- 07-5944-SC

MDL No. 1917

This Document Relates to:

**ALL DIRECT PURCHASER ACTIONS**

**[PROPOSED] ORDER GRANTING FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENTS WITH CPT AND PHILIPS**

On August 21, 2012, Direct Purchaser Plaintiffs filed a Motion for Final Approval of Class Action Settlements with Defendants (1) Chunghwa Picture Tubes, Ltd. and Chunghwa Picture Tubes (Malaysia) Sdn. Bhd. (collectively, “CPT”), and (2) Koninklijke Philips Electronics N.V., Philips Electronics North America Corporation, Philips Electronics Industries (Taiwan), Ltd., and Philips Da Amazonia Industria Electronica Ltda. (collectively, “Philips”). The Court, having reviewed the motion, each of the two settlement agreements, the pleadings and other papers on file in this action, and the statements of counsel and the parties, hereby finds that the motion should be GRANTED.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Court has jurisdiction over the subject matter of this litigation, and all actions within this litigation and over the parties to the Settlement Agreements, including all members of the Class and the Defendants.

2. For purposes of this Order, except as otherwise set forth herein, the Court adopts and incorporates the definitions contained in each of the two settlement agreements.

3. Pursuant to Fed. R. Civ. P. 23(g), Lead Counsel, previously appointed by the Court (Saveri & Saveri Inc.), are appointed as counsel for the Class. Saveri & Saveri, Inc. has and will fairly and competently represent the interests of the Class.

4. Pursuant to Federal Rule of Civil Procedure 23, the Court determines that the following settlement class be certified:

All persons and entities who, between March 1, 1995 and November 25, 2007, directly purchased a CRT Product in the United States from any defendant or subsidiary or affiliate thereof, or any co-conspirator. Excluded from the Class are defendants, their parent companies, subsidiaries and affiliates, any co-conspirator, all governmental entities, and any judges or justices assigned to hear any aspect of this action.

5. CRT Products refers to all forms of Cathode Ray Tubes. It includes CPTs, CDTs and the finished products that contain them – televisions and monitors.

6. The Court further finds that the prerequisites to a class action under Rule 23 are satisfied for settlement purposes in that: (a) there are hundreds of geographically dispersed class members, making joinder of all members impracticable; (b) there are

1 questions of law and fact common to the class which predominate over individual issues;  
2 (c) the claims or defenses of the class plaintiffs are typical of the claims or defenses of  
3 the class; (d) the plaintiffs will fairly and adequately protect the interests of the class, and  
4 have retained counsel experienced in antitrust class action litigation who have, and will  
5 continue to, adequately represent the class; and (e) a class action is superior to individual  
6 actions.

7 7. The Court hereby finally approves and confirms the settlements set forth in the  
8 Agreements and finds that said settlements are, in all respects, fair, reasonable and adequate to the  
9 Class pursuant to Rule 23 of the Federal Rules of Civil Procedure.

10 8. This Court hereby dismisses on the merits and with prejudice the Action in  
11 favor of CPT and Philips, with each party to bear their own costs and attorneys' fees.

12 9. The CPT and Philips Releasees are hereby and forever released and discharged with  
13 respect to any and all claims or causes of action which the Releasors had or have arising out of or  
14 related to any of the settled claims as defined in the Agreement.

15 11. The notice given to the Class of the settlements was the best notice practicable  
16 under the circumstances, including individual notice to all members of the Class who could be  
17 identified through reasonable efforts. Said notice provided due and adequate notice of those  
18 proceedings and of the matters set forth therein, including the proposed settlements set forth in the  
19 Settlement Agreements, to all persons entitled to such notice, and said notice fully satisfied the  
20 requirements of Rules 23(c)(2) and 23(e)(1) of the Federal Rules of Civil Procedure and the  
21 requirements of due process.

22 12. Without affecting the finality of the Judgments in any way, this Court hereby retains  
23 continuing jurisdiction over: (a) implementation of this settlement and any distribution to Class  
24 Members pursuant to further orders of this Court; (b) disposition of the Settlement Fund (c) hearing  
25 and determining applications by plaintiffs for attorneys' fees, costs, expenses, and interest; (d) the  
26 Action until the Final Judgment contemplated hereby has become effective and each and every act  
27 agreed to be performed by the parties all have been performed pursuant to the Agreement; (e)  
28 hearing and ruling on any matters relating to the plan of allocation of settlement proceeds; and (f)

1 all parties to the Action and Releasors for the purpose of enforcing and administering the  
2 Agreement and the mutual releases and other documents contemplated by, or executed in  
3 connection with the Agreement.

4 13. In the event that the settlements do not become effective in accordance with the  
5 terms of the Settlement Agreements, then the Judgments shall be rendered null and void and shall  
6 be vacated, and in such event, all orders entered and releases delivered in connection herewith shall  
7 be null and void and the parties shall be returned to their respective positions *ex ante*.

8 14. The Court finds, pursuant to Rules 54(a) and (b) of the Federal Rules of Civil  
9 Procedure, that Final Judgment should be entered and further finds that there is no just reason for  
10 delay in the entry Judgment, as a Final Judgment, as to the parties to the Settlement Agreements.  
11 Accordingly, the Clerk is hereby directed to enter Judgment forthwith for CPT and Philips.

12 IT IS SO ORDERED.

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15 Dated: \_\_\_\_\_

\_\_\_\_\_  
Hon. Charles A. Legge (Ret.)  
Special Master

17 REVIEWED AND [APPROVED OR MODIFIED]  
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20 Dated: \_\_\_\_\_

\_\_\_\_\_  
Hon. Samuel Conti  
United States District Judge

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

IN RE: CATHODE RAY TUBE (CRT)  
ANTITRUST LITIGATION

Master File No. CV- 07-5944-SC

MDL No. 1917

This Document Relates to:

**ALL DIRECT PURCHASER ACTIONS**

**FINAL JUDGMENT OF DISMISSAL WITH  
PREJUDICE AS TO DEFENDANTS  
KONINKLIJKE PHILIPS ELECTRONICS  
N.V., PHILIPS ELECTRONICS NORTH  
AMERICA CORPORATION, PHILIPS  
ELECTRONICS INDUSTRIES (TAIWAN),  
LTD., AND PHILIPS DA AMAZONIA  
INDUSTRIA ELECTRONICA LTDA.**

1           This matter has come before the Court to determine whether there is any cause why this  
2 Court should not approve the settlement with Defendants Koninklijke Philips Electronics N.V.,  
3 Philips Electronics North America Corporation, Philips Electronics Industries (Taiwan), Ltd., and  
4 Philips Da Amazonia Industria Electronica Ltda., (collectively, “Philips”) (“Defendants”) set forth  
5 in the Settlement Agreement (“Agreement”), dated February 1, 2012, relating to the above-  
6 captioned litigation. The Court, after carefully considering all papers filed and proceedings held  
7 herein and otherwise being fully informed in the premises, has determined (1) that the Settlement  
8 should be approved, and (2) that there is no just reason for delay of the entry of this Final Judgment  
9 approving this Agreement. Accordingly, the Court directs entry of Judgment which shall constitute  
10 a final adjudication of this case on the merits as to the parties to the Agreement. Good cause  
11 appearing therefor, it is:

12           **ORDERED, ADJUDGED AND DECREED THAT:**

13           1.       The Court has jurisdiction over the subject matter of this litigation, and all actions  
14 within this litigation and over the parties to the Agreement, including all members of the Class and  
15 the Defendants.

16           2.       The definitions of terms set forth in the Agreement are incorporated hereby as  
17 though fully set forth in this Judgment.

18           3.       The Court hereby finally approves and confirms the settlement set forth in the  
19 Agreement and finds that said settlement is, in all respects, fair, reasonable and adequate to the  
20 Class pursuant to Rule 23 of the Federal Rules of Civil Procedure.

21           4.       Pursuant to Fed. R. Civ. P. 23(g), Lead Counsel, previously appointed by the Court,  
22 Saveri & Saveri Inc., is appointed as counsel for the Class. This firm has and will fairly and  
23 competently represent the interests of the Class.

24           5.       The persons/entities identified on Exhibit C to the Declaration of Markham  
25 Sherwood in Support of Motion for Final Approval of Class Action Settlements filed on August 21,  
26 2012, have timely and validly requested exclusion from the Class and, therefore, are excluded.  
27 Such persons/entities are not included in or bound by this Final Judgment. Such persons/entities are  
28 not entitled to any recovery of the settlement proceeds obtained through this settlement.

1           6.       This Court hereby dismisses on the merits and with prejudice the Action in favor of  
2 Philips, with each party to bear their own costs and attorneys' fees.

3           7.       All persons and entities who are Releasors are hereby barred and enjoined from  
4 commencing, prosecuting or continuing, either directly or indirectly, against the Philips Releasees,  
5 in this or any other jurisdiction, any and all claims, causes of action or lawsuits, which they had,  
6 have, or in the future may have, arising out of or related to any of the settled claims as defined in  
7 the Agreement.

8           8.       The Philips Releasees, are hereby and forever released and discharged with respect  
9 to any and all claims or causes of action which the Releasors had or have arising out of or related to  
10 any of the settled claims as defined in the Agreement.

11          9.       The notice given to the Class of the settlement set forth in the Agreement and the  
12 other matters set forth herein was the best notice practicable under the circumstances, including  
13 individual notice to all members of the Class who could be identified through reasonable efforts.  
14 Said notice provided due and adequate notice of those proceedings and of the matters set forth  
15 therein, including the proposed settlement set forth in the Agreement, to all persons entitled to such  
16 notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e)(1) of the Federal  
17 Rules of Civil Procedure and the requirements of due process.

18          10.      Without affecting the finality of this Judgment in any way, this Court hereby retains  
19 continuing jurisdiction over: (a) implementation of this settlement and any distribution to Class  
20 Members pursuant to further orders of this Court; (b) disposition of the Settlement Fund (c) hearing  
21 and determining applications by plaintiffs for attorneys' fees, costs, expenses, and interest; (d) the  
22 Action until the Final Judgment contemplated hereby has become effective and each and every act  
23 agreed to be performed by the parties all have been performed pursuant to the Agreement; (e)  
24 hearing and ruling on any matters relating to the plan of allocation of settlement proceeds; and (f)  
25 all parties to the Action and Releasors, for the purpose of enforcing and administering the  
26 Agreement and the mutual releases and other documents contemplated by, or executed in  
27 connection with the Agreement.  
28

1           11.     The Court finds, pursuant to Rules 54(a) and (b) of the Federal Rules of Civil  
2 Procedure, that this Final Judgment should be entered and further finds that there is no just reason  
3 for delay in the entry of this Judgment, as a Final Judgment, as to the parties to the Agreement.  
4 Accordingly, the Clerk is hereby directed to enter Judgment forthwith.

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6           IT IS SO ORDERED.

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8           Dated: \_\_\_\_\_

\_\_\_\_\_  
9           Hon. Charles A. Legge (Ret.)  
10          Special Master

11          REVIEWED AND [APPROVED OR MODIFIED]  
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14          Dated: \_\_\_\_\_

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15          Hon. Samuel Conti  
16          United States District Judge  
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**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

IN RE: CATHODE RAY TUBE (CRT)  
ANTITRUST LITIGATION

Master File No. CV- 07-5944-SC

MDL No. 1917

This Document Relates to:

**ALL DIRECT PURCHASER ACTIONS**

**FINAL JUDGMENT OF DISMISSAL WITH  
PREJUDICE AS TO DEFENDANTS  
CHUNGHWA PICTURE TUBES  
(MALAYSIA) SDN. BHD. AND  
CHUNGHWA PICTURE TUBES, LTD**

1 This matter has come before the Court to determine whether there is any cause why this  
 2 Court should not approve the settlement with Defendants Chunghwa Picture Tubes, Ltd. and  
 3 Chunghwa Picture Tubes (Malaysia) Sdn. Bhd. (“CPT”) (“Defendants”) set forth in the Settlement  
 4 Agreement (“Agreement”), dated April 8, 2009, relating to the above-captioned litigation. The  
 5 Court, after carefully considering all papers filed and proceedings held herein and otherwise being  
 6 fully informed in the premises, has determined (1) that the Settlement should be approved, and (2)  
 7 that there is no just reason for delay of the entry of this Final Judgment approving this Agreement.  
 8 Accordingly, the Court directs entry of Judgment which shall constitute a final adjudication of this  
 9 case on the merits as to the parties to the Agreement. Good cause appearing therefor, it is:

10 **ORDERED, ADJUDGED AND DECREED THAT:**

11 1. The Court has jurisdiction over the subject matter of this litigation, and all actions  
 12 within this litigation and over the parties to the Agreement, including all members of the Class and  
 13 Defendants.

14 2. The definitions of terms set forth in the Agreement are incorporated hereby as  
 15 though fully set forth in this Judgment.

16 3. The Court hereby finally approves and confirms the settlement set forth in the  
 17 Agreement and finds that said settlement is, in all respects, fair, reasonable and adequate to the  
 18 Class pursuant to Rule 23 of the Federal Rules of Civil Procedure.

19 4. Pursuant to Fed. R. Civ. P. 23(g), Lead Counsel, previously appointed by the Court,  
 20 Saveri & Saveri Inc., is appointed as counsel for the Class. This firm has and will fairly and  
 21 competently represent the interests of the Class.

22 5. The persons/entities identified on Exhibit C to the Declaration of Markham  
 23 Sherwood in Support of Motion for Final Approval of Class Action Settlements filed on August 21,  
 24 2012, have timely and validly requested exclusion from the Class and, therefore, are excluded.  
 25 Such persons/entities are not included in or bound by this Final Judgment. Such persons/entities are  
 26 not entitled to any recovery of the settlement proceeds obtained through this settlement.

1           6.       This Court hereby dismisses on the merits and with prejudice the Class Action in  
2 favor of CPT, with each party to bear their own costs and attorneys' fees.

3           7.       All persons and entities who are Releasors are hereby barred and enjoined from  
4 commencing, prosecuting or continuing, either directly or indirectly, against the CPT Releasees, in  
5 this or any other jurisdiction, any and all claims, causes of action or lawsuits, which they had, have,  
6 or in the future may have, arising out of or related to any of the settled claims as defined in the  
7 Agreement.

8           8.       The CPT Releasees, are hereby and forever released and discharged with respect to  
9 any and all claims or causes of action which the Releasors had or have arising out of or related to  
10 any of the settled claims as defined in the Agreement.

11          9.       The notice given to the Class of the settlement set forth in the Agreement and the  
12 other matters set forth herein was the best notice practicable under the circumstances, including  
13 individual notice to all members of the Class who could be identified through reasonable efforts.  
14 Said notice provided due and adequate notice of those proceedings and of the matters set forth  
15 therein, including the proposed settlement set forth in the Agreement, to all persons entitled to such  
16 notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e)(1) of the Federal  
17 Rules of Civil Procedure and the requirements of due process.

18          10.      Without affecting the finality of this Judgment in any way, this Court hereby retains  
19 continuing jurisdiction over: (a) implementation of this settlement and any distribution to Class  
20 Members pursuant to further orders of this Court; (b) disposition of the Settlement Fund (c) hearing  
21 and determining applications by plaintiffs for attorneys' fees, costs, expenses, and interest; (d) the  
22 Action until the Final Judgment contemplated hereby has become effective and each and every act  
23 agreed to be performed by the parties all have been performed pursuant to the Agreement; (e)  
24 hearing and ruling on any matters relating to the plan of allocation of settlement proceeds; and (f)  
25 all parties to the Action and Releasors, for the purpose of enforcing and administering the  
26 Agreement and the mutual releases and other documents contemplated by, or executed in  
27 connection with the Agreement.

1           11.     The Court finds, pursuant to Rules 54(a) and (b) of the Federal Rules of Civil  
2 Procedure, that this Final Judgment should be entered and further finds that there is no just reason  
3 for delay in the entry of this Judgment, as a Final Judgment, as to the parties to the Agreement.  
4 Accordingly, the Clerk is hereby directed to enter Judgment forthwith.

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6           IT IS SO ORDERED.

7  
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9     Dated: \_\_\_\_\_

\_\_\_\_\_  
Hon. Charles A. Legge (Ret.)  
Special Master

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12           REVIEWED AND [APPROVED OR MODIFIED]

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14     Dated: \_\_\_\_\_

\_\_\_\_\_  
Hon. Samuel Conti  
United States District Judge