

NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL IN THE LCD CLASS ACTION LITIGATION

PLEASE READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR LEGAL RIGHTS.

TO: All persons in Canada who purchased LCD Products, including televisions, computer monitors and laptop computers, directly or indirectly from a Defendant, an entity affiliated with a Defendant, an Original Equipment Manufacturer or a Distributor in Canada between September 21, 2001 and December 11, 2006, except the Defendants and certain parties related to the Defendants (the "LCD Settlement Class").

LCD Panels means liquid crystal display panels that are 10 inches or larger, measured diagonally. LCD Products means LCD Panels and televisions, computer monitors and laptops containing LCD Panels.

An Original Equipment Manufacturer means any of the following entities or any company affiliated with any of the following entities: Acer Inc. (including the Gateway brand), Apple Canada Inc., Compaq Computer Corporation, Dell Corporation, Fujitsu Limited, Hewlett-Packard Development Company, L.P., IBM Corporation, JVC Canada, LG Electronics, Lenovo Group Limited, Mitsubishi Electric Corporation, Panasonic Corporation, Koninklijke Philips Electronics N.V., Polaroid Corporation, Prima Technology Inc., Proview Technology Inc., TTE Corporation (including the RCA brand), Sony of Canada Ltd., Stealth Computer Corporation, ViewSonic Corporation, and Westinghouse Digital Electronics.

A Distributor means any of the following entities or any company affiliated with any of the following entities: ALC Micro, Computer Distributors of Canada, Comtronic Computer Inc., D&H Distributing Co., Eprom Inc., Funai Electric Co., Ltd., Ingram Micro Inc., Pro-Data Inc., Supercom, Synnex Canada Limited, Tech Data Canada Corporation, and TTX Canada.

Defendants means LG Philips LCD Co., Ltd., L.G. Philips LCD America, Inc., Samsung Electronics Co. Ltd., Samsung Electronics Canada Inc., Hitachi Ltd., Hitachi Displays, Ltd., Hitachi Canada, Ltd., Hitachi America Ltd., Hitachi Electronics Devices (USA) Inc., Sharp Corporation, Sharp Electronics Corporation, Sharp Electronics of Canada Ltd., Toshiba Corporation, Toshiba Matsushita Display Technology Co., Ltd., Toshiba America Corporation, Toshiba of Canada Limited, AU Optronics Corp., AU Optronics Corporation America, Chi Mei Optoelectronics USA, INC., Chi Mei Optoelectronics Japan Co., Ltd., HannStar Display Corporation and Chunghwa Picture Tubes, Ltd.

I. COURT APPROVAL OF CLASS ACTION SETTLEMENT

Class proceeding lawsuits have been commenced in Ontario, British Columbia, and Quebec alleging that the Defendants, conspired to fix prices for LCD Panels in Canada (collectively the "LCD Proceedings").

A settlement has been reached in the LCD Proceedings with Chunghwa Picture Tubes Ltd. ("Chunghwa"). Pursuant to the settlement, Chunghwa has paid Cdn \$2,023,000 in exchange for a full release of claims against it and its related entities relating to the LCD Proceedings. The settlement amount is being held in an interest bearing account for the benefit of LCD Settlement

Class Members. The calculation and timing of the distribution of the settlement funds will be determined by further order of the courts. Chunghwa has agreed to provide cooperation to the Plaintiffs in pursuing the LCD Proceedings against the remaining Defendants. The settlement represents a resolution of disputed claims. Chunghwa does not admit any wrongdoing or liability.

The LCD Proceedings were certified for settlement purposes as against Chunghwa. The LCD Settlement Agreement was approved by the Ontario court on April 26, 2010, the British Columbia court on May 21, 2010, and the Quebec court on September 21, 2010.

II. OPTIONS AVAILABLE TO SETTLEMENT CLASS MEMBERS

a. Filing a claim

Further notices will be published and posted online at www.classaction.ca advising Settlement Class Members of the process for filing a claim under the settlement.

b. Opting out

You will be bound by the terms of the Settlement Agreement unless you “opt-out” of the LCD Proceedings. If you opt-out of the LCD Proceedings, you will not be able to participate in the LCD Settlement Agreement, and you will not be able to participate in any further settlements with, or judgments against, other Defendants in the LCD Proceedings.

If you do not opt-out, you will not be able to bring or maintain any other claim or legal proceeding in respect of any allegations asserted in the LCD Proceedings, including allegations relating to violations of the *Competition Act*. No further right to opt-out of the LCD Proceedings will be provided.

To opt-out, you must submit a written request to be excluded from the LCD Proceedings. Your written request must include the following information:

- (a) name, address, and telephone number;
- (b) the dollar amount and the date of your LCD Product purchases; and
- (c) a request to be excluded from the LCD Proceedings.

Written requests to opt-out must be sent to the following address, postmarked no later than April 10, 2011:

Siskinds^{LLP}
Attn: Charles Wright
680 Waterloo Street,
London, ON N6A 3V8

Quebec Class Members must also send the written request to opt-out to:

Clerk of the Superior Court of Québec
300, Boulevard Jean Lesage, Room 1.24
Québec, Qc G1K 8K6
Court File No: 200-06-00082-076

III. CLASS COUNSEL

The law firms of Siskinds ^{LLP} and Sutts, Strosberg ^{LLP} represent Settlement Class Members in Ontario, and in provinces other than British Columbia or Quebec, as well as corporations of more than 50 employees in Quebec. Siskinds ^{LLP} can be reached at:

Telephone (toll free): 1-800-461-6166 ext. 2455

Email: charles.wright@siskinds.com

Mail: 680 Waterloo Street, London, ON N6A 3V8 Attention: Charles Wright

Sutts, Strosberg ^{LLP} can be reached at:

Telephone (toll free): 1-800-229-5323 ext. 8296

Email: hpeterston@strosbergco.com

Mail: 600-251 Goyeau Street, Windsor, ON N9A 6V4 Attention: Heather Rumble Peterson

The law firm of Camp Fiorante Matthews represents Settlement Class Members in British Columbia. British Columbia Class Counsel can be reached at:

Telephone: 604-689-7555

Email: smatthews@cfmlawyers.ca

Mail: #400 - 856 Homer Street, Vancouver, BC V6B 2W5 Attention: Sharon Matthews

The law firm of Siskind Desmeules s.e.n.c.r.l. represents individuals and corporations of 50 or less employees who are Settlement Class Members in Quebec. Quebec Class Counsel can be reached at:

Telephone: 418-694-2009

Email: simon.hebert@siskindsdesmeules.com

Mail: Les promenades du Vieux-Quebec, 43 rue De Buade, bureau 320, Quebec City, QC G1R 4A2 Attention: Me Simon Hébert.

Class Counsel legal fees and disbursements have been approved by the courts. Class Counsel is entitled to legal fees in the amount of \$505,750.00, plus disbursements in the amount of \$562,825.23, and applicable taxes. Legal fees of this amount represent 25% of the LCD settlement funds plus interest earned on those funds. Legal fees, disbursements and applicable taxes will be paid from the settlement funds. Additionally, Class Counsel reserve the right to bring motions to the courts for payment out of the settlement funds for any future adverse cost awards to a maximum of CDN \$250,000 and future disbursements to a maximum of CDN \$250,000.

IV. QUESTIONS ABOUT THE SETTLEMENTS

This notice contains only a summary of the Settlement Agreement. LCD Settlement Class Members are encouraged to review the complete Settlement Agreement. A copy of the Settlement Agreement can be obtained free of charge at www.classaction.ca. A copy of the Settlement Agreement can also be mailed to you at a cost of \$10, which represents the cost of photocopying and mailing. If you would like a copy of the Settlement Agreement or have questions that are not answered online at www.classaction.ca, please contact Class Counsel. INQUIRIES SHOULD NOT BE DIRECTED TO THE COURT.

Updates and copies of important court filings will be posted online at www.classaction.ca.

V. INTERPRETATION

This notice contains a summary of some of the terms of the Settlement Agreement. If there is a conflict between the provisions of this notice and the Settlement Agreement, including the schedules to the Settlement Agreement, the terms of the Settlement Agreement shall prevail.

**THIS NOTICE HAS BEEN AUTHORIZED BY THE ONTARIO SUPERIOR COURT OF JUSTICE,
THE BRITISH COLUMBIA SUPREME COURT AND THE SUPERIOR COURT OF QUEBEC**