

1 Francis O. Scarpulla (41059)
2 Craig C. Corbitt (83251)
3 Judith A. Zahid (215418)
4 Patrick B. Clayton (240191)
5 Qianwei Fu (242669)
6 Heather T. Rankie (268002)
7 ZELLE HOFMANN VOELBEL & MASON LLP
8 44 Montgomery Street, Suite 3400
9 San Francisco, CA 94104
10 Telephone: (415) 693-0700
11 Facsimile: (415) 693-0770
12 *fscarpulla@zelle.com*

13 Joseph M. Alioto (42680)
14 Theresa D. Moore (99978)
15 ALIOTO LAW FIRM
16 225 Bush Street, 16th Floor
17 San Francisco, CA 94104
18 Telephone: (415) 434-8900
19 Facsimile: (415) 434-9200
20 *jmalioto@aliotolaw.com*

21 *Co-Lead Class Counsel for Indirect-Purchaser Plaintiffs*

22
23
24
25
26
27
28
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE TFT-LCD (FLAT PANEL)
ANTITRUST LITIGATION

) Case No. 3:07-MD-1827 SI
) MDL No. 1827
)
)

20 This Document Relates to:
21 Indirect-Purchaser Class Action;
22 *State of Missouri, et al. v. AU Optronics*
23 *Corporation, et al.*, Case No. 10-cv-3619;
24 *State of Florida v. AU Optronics Corporation,*
et al., Case No. 10-cv-3517; and
25 *State of New York v. AU Optronics Corporation,*
et al., Case No. 11-cv-0711.

) **[PROPOSED] ORDER GRANTING**
) **FINAL APPROVAL OF COMBINED**
) **CLASS, PARENS PATRIAE, AND**
) **GOVERNMENTAL ENTITY**
) **SETTLEMENTS WITH AUO, LG**
) **DISPLAY, AND TOSHIBA**
) **DEFENDANTS; FINAL JUDGMENT OF**
) **DISMISSAL WITH PREJUDICE**
)
) Hearing Date: November 29, 2012
) Time: 3:30 p.m.
) Courtroom: 10, 19th Floor
)
) The Honorable Susan Illston
)
)
)

1 This matter has come before the Court to determine whether there is any cause why this
2 Court should not approve the combined class, *parens patriae*, and governmental entity settlements
3 between, on the one hand, the Indirect Purchaser Plaintiffs (“IPPs”) and the States of Arkansas,
4 California, Florida, Michigan, Missouri, New York, West Virginia, and Wisconsin (“Settling
5 States”) (collectively, the “Settling Plaintiffs”), and, on the other hand, the AUO, LG Display, and
6 Toshiba Defendants (collectively, the “Settling Defendants”), set forth in the Settlement
7 Agreements (“Agreements”) filed with this Court July 12, 2012 (Dkt. 6141), relating to the above-
8 captioned litigation. The Court, after carefully considering all papers filed and proceedings held
9 herein and otherwise being fully informed in the premises, has determined (1) that the settlements
10 should be approved; and (2) that there is no just reason for delay of the entry of this final judgment
11 approving the Agreements. Accordingly, the Court directs entry of Judgment which shall
12 constitute a final adjudication of this case on the merits as to the parties to the Agreements. Good
13 cause appearing therefore, it is:

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

15 1. The capitalized terms used in this Order have the meaning ascribed to them in the
16 Agreements.

17 2. The Court has jurisdiction over the subject matter of this litigation, and all actions
18 within this litigation and over the parties to the Agreement, including all members of the IPP
19 Classes, the Settling Plaintiffs, and the Settling Defendants, and any person or entity claiming by,
20 for, or through the Settling Parties as regards the Released Claims.

21 3. The definitions of terms set forth in the Agreements are incorporated hereby as
22 though fully set forth in this Judgment.

23 4. The Court hereby finally approves and confirms the settlements set forth in the
24 Agreements and finds that said settlements are, in all respects, fair, reasonable, and adequate to the
25 IPP Classes pursuant to Rule 23 of the Federal Rules of Civil Procedure and all applicable state
26 laws.

1 5. The following class is certified for settlement purposes only, pursuant to Rule 23 of
2 the Federal Rules of Civil Procedure:

3 All persons and entities in Arkansas who, from January 1, 1999 to
4 December 31, 2006, as residents of Arkansas, purchased TFT-LCD
5 Panels incorporated in televisions, monitors, and/or laptop computers in
6 Arkansas indirectly from one or more of the named Defendants or
7 Quanta Display, Inc., for their own use and not for resale. Specifically
8 excluded from the Class are defendants; the officers, directors, or
9 employees of any defendant in the Actions; the parent companies and
10 subsidiaries of any defendant; the legal representatives and heirs or
11 assigns of any defendant; and their named affiliates and co-
12 conspirators. Also excluded are any federal, state or local
13 governmental entities, any judicial officer presiding over this action
14 and the members of his/her immediate family and judicial staff, and any
15 juror assigned to this Action.

16 6. The following class is certified for settlement purposes only, pursuant to Rule 23 of
17 the Federal Rules of Civil Procedure:

18 All persons and entities in Missouri or Rhode Island who, from January
19 1, 1999 to December 31, 2006, as residents of Missouri or Rhode
20 Island, respectively, purchased TFT-LCD Panels incorporated in
21 televisions, monitors, and/or laptop computers in Missouri or Rhode
22 Island, respectively, indirectly from one or more of the named
23 Defendants or Quanta Display, Inc., primarily for business use (and not
24 for personal, family, or household use) and not for resale. Specifically
25 excluded from the Class are defendants; the officers, directors, or
26 employees of any defendant; the parent companies and subsidiaries of
27 any defendant; the legal representatives and heirs or assigns of any
28 defendant; and the named affiliates and co-conspirators. Also excluded
are any federal, state or local governmental entities, any judicial officer
presiding over this action and the members of his/her immediate family
and judicial staff, and any juror assigned to this Action.

29 7. The following class is certified for settlement purposes only, pursuant to Rule 23 of
30 the Federal Rules of Civil Procedure:

31 All persons and entities in Arizona, Arkansas, California, District of
32 Columbia, Florida, Hawaii, Iowa, Kansas, Maine, Massachusetts,
33 Michigan, Minnesota, Mississippi, Missouri, Nevada, New Mexico,
34 New York, North Carolina, North Dakota, Rhode Island, South Dakota,
35 Tennessee, Vermont, West Virginia, or Wisconsin who, from January
36 1, 1999 to December 31, 2006, as residents of the respective state,
37 purchased TFT-LCD Panels incorporated in televisions, monitors,
38 and/or laptop computers in the respective state, indirectly from one or
more of the named Defendants or Quanta Display, Inc., for their own

1 use and not for resale, and whose purchases bring them within the
2 definition of the certified direct purchaser product class in this
3 Multidistrict Litigation No. 1827 and who did not opt-out of that class.
4 Specifically excluded from the Class are defendants; the officers,
5 directors, or employees of any defendant; the parent companies and
6 subsidiaries of any defendant; the legal representatives and heirs or
7 assigns of any defendant; and the named affiliates and co-conspirators.
8 Also excluded are any federal, state or local governmental entities, any
9 judicial officer presiding over this action and the members of his/her
10 immediate family and judicial staff, and any juror assigned to this
11 Action.

12 8. Pursuant to Federal Rule of Civil Procedure 23(g), Class Counsel, previously
13 appointed by the Court (Zelle Hofmann Voelbel & Mason LLP and Alioto Law Firm), are
14 appointed as Counsel for the IPP Classes. These firms have, and will, fairly and competently
15 represent the interests of the IPP Classes.

16 9. The Indirect-Purchaser Plaintiffs' and Settling States' Notice of Exclusions (Dkt. #
17 7070, filed October 29, 2012) states that no persons/entities have validly requested exclusion from
18 any of the above-referenced settlement-only classes.

19 10. The Court hereby dismisses on the merits and with prejudice the individual, *parens*
20 *patriae*, governmental entity, and class claims asserted by the Settling Plaintiffs against the
21 Settling Defendants, with Settling Plaintiffs and Settling Defendants to bear their own costs and
22 attorneys' fees except as provided for in the Agreements. The foregoing language does not apply
23 to the related action entitled *People of the State of California et al. v. AU Optronics et al.*, San
24 Francisco Superior Court Case No. CGC-10-504651 ("the California State Court Action"). The
25 California State Court Action is to be dismissed with prejudice in due course as to the Settling
26 Defendants in compliance with the Agreements, and this Court will if necessary confer with the
27 Honorable Richard A. Kramer to coordinate such dismissals.

28 11. As to each Agreement, all persons and entities who are defined as Releasors, and
any person or entity acting or purporting to act on behalf of one or more Releasors, are hereby
barred and enjoined from commencing, prosecuting, or continuing, either directly or indirectly,
against the persons or entities who are defined as Releasees, in this or any jurisdiction, any and all
claims, causes of action or lawsuits, which they had, have, or in the future may have, arising out of

1 or related in any way to any of the Released Claims as defined in the Agreement. This permanent
2 bar and injunction is necessary to protect and effectuate the Agreements, this Final Judgment, and
3 this Court's authority to effectuate the Agreements, and is ordered in aid of this Court's
4 jurisdiction and to protect its judgments.

5 12. As to each Agreement, the Releasees are hereby and forever released and
6 discharged with respect to any and all claims or causes of action which the Releasors had or have
7 arising out of or related in any way to any of the Released Claims as defined in the Agreement.

8 13. The Court approves the releases set forth in the Agreements. The scope of the
9 releases in the settlements does not include the following: (i) the release of any claims for
10 monetary relief brought by individuals who are not members of an IPP Damages Class or residents
11 of a Settling State; and (ii) the release of proprietary state claims brought by any state other than a
12 Settling State, whether for damages, injunctive relief, or other equitable relief, including *parens*
13 *patriae* claims or claims for unjust enrichment or disgorgement of profits.

14 14. The Court finds that the notice given to the IPP Classes of the settlements set forth
15 in the Agreements and the other matters set forth herein was the best notice practicable under the
16 circumstances. The Court further finds that said notice provided due, adequate, and sufficient
17 notice of these proceedings and of the matters set forth herein, including the proposed settlements
18 set forth in the Agreements, and that said notice fully satisfied the requirements of due process, the
19 Federal Rules of Civil Procedure, and all applicable state laws.

20 15. The Court finds that the Settling Defendants have served upon the appropriate
21 State, federal and other officials a notice of proposed settlement that complies with the
22 requirements of the Class Action Fairness Act, 28 U.S.C. §§ 1711-15.

23 16. The Court grants final approval to the Plan of Distribution set forth in the IPPs' and
24 Settling States' motion for final approval.

25 17. Approximately 11 objections to the Proposed Settlements were received. The Court
26 has carefully reviewed and considered each objection, and concludes that none of the objections
27
28

1 raises any grounds to deny final approval to the Proposed Settlements, and accordingly the Court
2 hereby OVERRULES each of the objections.

3 18. Without affecting the finality of this Judgment in any way, this Court hereby retains
4 continuing and exclusive jurisdiction over: (a) implementation of these settlements and any
5 distribution to class members pursuant to further orders of this Court; (b) disposition of the
6 Settlement Funds as defined in each Agreement; (c) hearing and determining applications by the
7 Indirect Purchaser Plaintiffs (*i.e.*, class representatives) for representative plaintiff incentive
8 awards, attorneys' fees, costs, expenses, including expert fees and costs, and interest; (d) hearing
9 and determining applications by the States Attorneys General for attorneys fees, costs, expenses,
10 including expert fees and costs, and interest; (e) Settling Defendants until the Final Judgment
11 contemplated hereby has become effective and each and every act agreed to be performed by the
12 parties has been performed pursuant to the Agreements; (f) hearing and ruling on any matters
13 relating to the plan of allocation of settlement proceeds; and (g) all parties and Releasors for the
14 purpose of enforcing and administering the Agreements and Exhibits thereto and the mutual
15 releases and other documents contemplated by, or executed in connection with, the Agreements.

16 19. In the event that a settlement does not become effective in accordance with the
17 terms of the relevant Agreement, then the judgment shall be rendered null and void and shall be
18 vacated as to that Agreement, and in such event, all orders entered and releases delivered in
19 connection herewith shall be null and void and the parties to that Agreement shall be returned to
20 their respective positions *ex ante*.

21 20. The Court finds, pursuant to Rules 54(a) and (b) of the Federal Rules of Civil
22 Procedure, that this Final Judgment should be entered and further finds that there is no just reason
23 for delay in the entry of this Final Judgment, as a Final Judgment, as to the parties to the
24 Agreements. Accordingly, the Clerk is hereby directed to enter the Judgment of dismissal with
25 prejudice as to Settling Defendants, forthwith.

26 Dated: _____

27 _____
The Honorable Susan Illston
United States District Judge

#3240395v2