

**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is made and entered into this 16th day of November, 2011 (the “Effective Date”) among:

(1) Defendant Chimei Innolux Corporation for itself and also on behalf of Chi Mei Corporation, Chi Mei Optoelectronics Corporation, Chi Mei Optoelectronics USA, Inc., CMO Japan Co., Ltd. (collectively, “Chimei”);

(2) The Indirect-Purchaser Plaintiffs (the “IPPs”) class representatives, both individually and on behalf of the classes certified by orders of the United States District Court for the Northern District of California (the “Court”), Judge Illston, on March 28, 2010 and July 28, 2011;

(3) The following states, by and through their Attorneys General: Arkansas, California, Florida, Michigan, Missouri, New York, West Virginia and Wisconsin, each of which has been pursuing its own litigation (collectively the “Settling States,” which, together with the IPPs and members of the IPP Classes shall hereafter be referred to as the “Settling Plaintiffs”).

WHEREAS, the IPPs are prosecuting claims in *In re TFT-LCD (Flat Panel) Antitrust Litigation*, MDL No. 1827 (N.D. Cal.) on their own behalf and on behalf of (i) a nationwide federal injunctive-relief class under Federal Rules of Civil Procedure 23(a) and (b)(2) and Section 16 of the Clayton Act (15 U.S.C. § 26) for violations of Section 1 of the Sherman Act (15 U.S.C. § 1) and (ii) separate damages classes on behalf of twenty-four states and the District of Columbia that seek monetary relief for alleged violations of state antitrust, consumer protection, unjust enrichment and other laws; and

WHEREAS, the Settling States are prosecuting separate cases in *In re TFT-LCD (Flat Panel) Antitrust Litigation*, MDL No. 1827 (N.D. Cal.), including *State of Missouri ex rel. Koster, et al. v. AUO, et al.* (Plaintiff States of Missouri, Arkansas, Michigan, West Virginia, and Wisconsin), Case No. 3:10-cv-3619 SI; *State of Florida v. AUO, et al.*, Case No. 3:10-cv-03517-SI; and *State of New York v. AUO, et al.*, Case No. 3:11-cv-711, and in California state court, *State of California, et al. v. AUO et al.*, San Francisco Superior Court Case No. CGC-10-504651 (the “California State Court Action”), each of which litigations are brought against Chimei and other defendants under federal and/or state laws for damages, restitution, injunctive relief, civil penalties and other redress, either: (1) on behalf of governmental entities within each state; (2) as *parens patriae* on behalf of resident end-user purchasers of certain TFT-LCD panels (“Consumers”); or (3) on behalf of both governmental entities and Consumers; and

WHEREAS, the IPPs and the Settling States have been coordinating certain litigation and mediation efforts pursuant to the rulings of the Court while prosecuting their respective actions in *In re TFT-LCD (Flat Panel) Antitrust Litigation*, MDL No. 1827 (N.D. Cal.) and the California State Court Action (all such actions shall be referred to herein as the “Actions”); and

WHEREAS, the IPPs and the Settling States allege in their separate complaints that since about 1996 Chimei participated in an unlawful conspiracy to raise, fix, maintain or stabilize the price of certain TFT-LCD panels at artificially high levels in violation of Section 1 of the Sherman Act (15 U.S.C. § 1) and of various state antitrust, unfair competition, unjust enrichment and other laws; and

WHEREAS, Chimei denies Settling Plaintiffs’ allegations and have asserted defenses to Settling Plaintiffs’ claims; and

WHEREAS, counsel for the IPPs and the IPP Classes have conducted an investigation into the facts and the law regarding the Actions, including substantially completing discovery, and have concluded that resolving claims against Chimei according to the terms set forth below is fair, reasonable and in the best interests of the IPPs and the IPP Classes; and

WHEREAS, the Settling States conducted pre-litigation investigations, have been participating in discovery in the Actions, and have also concluded that resolving claims against Chimei according to the terms set forth below is fair, reasonable and in the best interests of the Settling States and the persons and entities they represent; and

WHEREAS, Chimei and the Settling Plaintiffs previously reached an agreement in principle to settle and resolve the claims asserted in the Actions; and

WHEREAS, the Settling States have entered a separate agreement to settle and resolve the claims for civil penalties asserted by the States of Arkansas, California, Florida, Michigan, Missouri, New York, West Virginia and Wisconsin; and

WHEREAS, Chimei, despite its belief that it is not liable for the claims asserted in the Actions and has good defenses to the Actions, has nevertheless agreed to enter into this Agreement to (i) avoid further expense, inconvenience, and distraction of burdensome and protracted litigation; (ii) obtain the releases, orders, and final judgments contemplated by this Agreement; and (iii) put to rest and terminate with finality all claims that have been or could have been asserted against Chimei by the Settling Plaintiffs arising out of the facts alleged in the Actions, as more particularly set forth 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 Settling Plaintiffs (on behalf of themselves and any persons or entities that they represent) and Chimei

that, subject to the approval of the Court, all Released Claims (as defined below) shall be finally, fully and forever settled, compromised, and released and the Actions dismissed on the merits with prejudice as to Chimei (and the Chimei Releasees, as defined below), and, except as hereinafter provided, without costs to Settling Plaintiffs or Chimei, on the following terms and conditions:

A. Definitions.

1. For purposes of this Agreement, the “IPP Classes” include both the IPP Damages Classes and the IPP Nationwide Injunctive Class certified by the Court’s orders of March 28, 2010 and July 28, 2011, MDL Docket Numbers 1642 and 3198, respectively, copies of which are attached as Exhibits A and B, and the Arkansas Settlement Class defined below.

2. “IPP Damages Classes” means those state-wide classes certified by the Court’s order of March 28, 2010 and the Court’s order of July 28, 2011, and the Arkansas Settlement Class defined below.

3. “IPP Nationwide Injunctive Class” means the federal injunctive relief class certified by the Court’s order of March 28, 2010. Excluded from the IPP Nationwide Injunctive Class are defendants in the Actions and their parents, subsidiaries, and affiliates, governmental entities, and the judge presiding over the Action (and her immediate family and judicial staff).

4. The “Arkansas Settlement Class” is defined as follows:

All persons and entities in Arkansas who, from January 1, 1999 to December 31, 2006, as residents of Arkansas, purchased LCD panels incorporated in televisions, monitors, and/or laptop computers in Arkansas indirectly from one or more of the named Defendants or Quanta Display, Inc., for their own use and not for resale. Specifically excluded from the Class are defendants; the officers, directors, or employees of any defendant; the parent companies and subsidiaries of any defendant; the legal representatives and heirs or assigns of any 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.

5. The "Class Period" is the period beginning January 1, 1999 and continuing through December 31, 2006.

6. Each of the Settling States has sued in its sovereign enforcement capacity as well as either on behalf of each state's governmental entities as set forth in the operative complaints, (as of the Effective Date), or as *parens patriae* on behalf of Consumers, or on behalf of both governmental entities and Consumers, to the extent permitted by each state's laws.

7. "TFT-LCD Panels" are defined to mean thin-film transistor liquid crystal display ("TFT-LCD") panels contained in televisions, computer monitors and laptops.

8. "Chimei Releasees" shall refer to Chimei and to all of its respective past and present, direct and indirect, parent companies, subsidiaries and affiliates (any other entity that is now or was previously owned by any of the foregoing entities, where "owned" means holding directly or indirectly 50% or greater equity or beneficial interest), and each and all of the past, present and former principals, partners, officers, directors, supervisors, employees, representatives, insurers, attorneys, agents, servants, stockholders, and the predecessors, successors, heirs, executors, administrators and assigns of any of the foregoing. Chimei Releasees does not include any other defendant besides Chimei named in the Actions as of the Effective Date. Each "Chimei Releasee" shall have the full benefits of this Agreement, including, without limitation, those benefits set forth in Paragraphs 20 through 22.

9. "Members of the IPP Classes" also referred to as "Class Members," are those members of the IPP Classes who do not timely and validly elect to be excluded from the IPP Classes pursuant to Rule 23.

10. “Releasers” are: (a) Members of the IPP Classes and 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, receivers, and bankruptcy trustees with whom any of the former have been, or are now, affiliated, and the predecessors, successors, heirs, executives, administrators and assigns of each of the foregoing; and (b) the Settling States and any governmental entities and/or Consumers on whose behalf the Settling States have asserted claims in their operative complaints.

11. The “Total Settlement Payment” is \$116,011,266.44 in United States Dollars, which is the total amount that Chimei agreed to pay to settle both the claims of Settling Plaintiffs, as described herein, and the claims for civil penalties asserted by the Settling States, as described in the Agreement as to Civil Penalties executed concurrently herewith.

12. The “Settlement Amount” is \$110,273,318.39 in United States Dollars.

13. The “Settlement Fund” is the Settlement Amount, paid in United States Dollars, plus any accrued interest on said deposits once in escrow as set forth in Paragraphs 26 and 30 below.

14. “Co-Lead Counsel for the IPP Classes” are the law firms of:

Joseph M. Alioto  
Alioto Law Firm  
225 Bush Street, Suite 1615  
San Francisco, CA 94104

Francis O. Scarpulla  
Zelle Hofmann Voelbel & Mason LLP  
44 Montgomery St., Suite 3400  
San Francisco, CA 94104

15. Pursuant to the Court's Order of November 23, 2010, the following "Co-Liaison Counsel for the Settling States" have been appointed in this case for purposes of coordinating communications and other litigation activities of the Settling States, which activities continue through the pendency of this Agreement:

Nicholas J. Weilhammer  
Assistant Attorney General of the State of Florida  
PL-01, The Capitol  
Tallahassee, FL 32399-1050

Anne E. Schneider  
Assistant Attorney General of the State of Missouri  
P.O. Box 899  
Jefferson City, MO 65102

B. Approval of this Agreement and Dismissal of Claims Against Chimei.

16. To the extent that judicial approval is required, Settling Plaintiffs and Chimei shall recommend approval of this settlement by the United States District Court for the Northern District of California and/or by the Superior Court of California for the City and County of San Francisco, as applicable. Settling Plaintiffs and Chimei 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) and applicable state law with regard to the IPP Classes) to secure the prompt, complete, and final dismissals with prejudice of the Actions, including the California State Court Action, as to Chimei only.

17. As soon as reasonably practicable, Co-Lead Counsel for the IPP Classes shall submit to the Court a motion for: (a) preliminary approval of the settlement; (b) certification of the Arkansas Settlement Class; and (c) authorization to disseminate notice of the settlement; which motion shall be joined by the Settling States (the "Motion"). It is expected that notice to the IPP Classes will be given jointly with notices of related settlements reached

with other settling defendants in the Actions. For purposes of Paragraph 32 below, the costs of notice and claims administration shall be prorated with such costs of any other settling defendant based on their respective settlement amounts. The Motion shall include: (x) the previous order(s) certifying the IPP Classes; (y) a proposed order preliminarily approving this settlement; and (z) a proposed form of, method for, and date of dissemination of notice. The text of the foregoing items shall be agreed upon by Settling Plaintiffs, and Chimei will be given a reasonable opportunity to provide comments on the foregoing items (y) and (z) before submission to the Court. The Motion shall recite and ask the Court to find that the proposed form of and method for dissemination of the notice of settlement is valid, due and sufficient notice to the IPP Classes, constitutes the best notice practicable under the circumstances and complies fully with the requirements of Federal Rule of Civil Procedure 23 and any applicable state laws. The Motion shall request approval of the settlement and the notice.

18. Settling Plaintiffs and Chimei jointly shall seek in the applicable courts, entry of an order and final judgment, the terms of which Settling Plaintiffs and Chimei shall attempt in good faith to agree upon. The terms of such order and final judgment shall include, as appropriate and necessary:

- a. finding that the notice given constitutes adequate, due and sufficient notice, and meets the requirements of due process, the Federal Rules of Civil Procedure, and any applicable state laws;
- b. approval of this settlement as being fair, reasonable, and adequate as to the Members of the IPP Classes within the meaning of Federal Rule of Civil Procedure 23 and applicable state law, and directing consummation according to its terms;



- c. directing that the Actions be dismissed against Chimei 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, except as provided in Paragraph 41; and;
- 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 Chimei shall be final;
- f. finding that the Settling Plaintiffs, including Members of the IPP Classes, shall be bound by this Agreement, including the release provisions and covenants not to sue; and
- g. enjoining Members of the IPP Classes from instituting or maintaining any Released Claim (as defined in paragraph 21(k) below) against Chimei or any other Chimei Releasee or any other claim precluded by the dismissal of the Actions against Chimei with prejudice.

19. This Agreement shall become final upon the occurrence of all of the following: (a) the Effective Date; (b) the Court's entry of (i) a final order approving this Agreement under Federal Rule of Civil Procedure 23(e) and applicable state law and (ii) a final judgment granting the relief described in this Agreement, including the injunctive relief described herein and dismissal of the Actions with prejudice as to Chimei without costs other

than those provided for in this Agreement; and (c) 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 Chimei described in sub-paragraph (b)(ii) hereof has expired or, if appealed, approval of this Agreement and any final judgments as to Chimei have been affirmed 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. The provisions of Rule 60 of the Federal Rules of Civil Procedure shall not be taken into account in determining the above-stated times. Upon execution of this Agreement, Settling Plaintiffs and Chimei shall be bound by its terms, which shall not be rescinded except in accordance with Paragraphs 31 and 36 of this Agreement.

20. Neither this Agreement (whether or not it becomes 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 Chimei (or the Chimei Releasees) or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by Chimei (or the Chimei Releasees), or of the truth of any of the claims or allegations contained in any complaint or any other pleading filed by Settling Plaintiffs in the Actions and evidence of the negotiations, documents and discussions associated with them shall not be discoverable or used directly or indirectly, in any way, in the Actions or in any other action or proceeding undertaken by the Settling Plaintiffs, Chimei (or the Chimei Releasees). 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. Releases, Discharges, and Covenants Not to Sue.

21. In addition to and not in lieu of the effect of any final judgment entered in accordance with this Agreement, upon this Agreement becoming final as set out in Paragraph 19 above, and in consideration of payment of the Settlement Amount, as specified in Paragraph 12 of this Agreement, and for other good and valuable consideration, the Chimei Releasees shall be fully, finally, and forever released as follows:

(a) With regard to the IPP Damages Classes, the Chimei Releasees shall be completely released, acquitted and forever discharged from any and all claims, demands, judgments, actions, suits or causes of action, whether class, individual or otherwise (whether or not any member of the IPP Damages Classes 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): (i) that members of the IPP Damages Classes ever had, now have, or hereafter can, shall, or may have on account of, arising out of, or relating to any act or omission of the Chimei Releasees (or any of them) concerning price fixing, agreed output restrictions, or other forms of anticompetitive behavior with regard to TFT-LCD Panels during the Class Period, including, but not limited to, any conduct alleged and causes of action asserted in the Actions, or that could have been asserted or alleged in the Actions, and arising out of the facts alleged in the Actions; or (ii) that were asserted in the Actions (collectively, the “IPP Damages Classes Released Claims”). The members of the IPP Damages Classes shall not, after the effective date of this Agreement, seek to establish liability in the Actions against any Chimei Releasee based, in whole or in part, upon any of the IPP Damages Classes Released Claims or any conduct at issue in the IPP Damages Classes Released Claims.

(b) With regard to the IPP Nationwide Injunctive Class, the Chimei Releasees shall be completely released, acquitted, and forever discharged from any and all

claims, demands, judgments, actions, suits and causes of action for injunctive relief, whether class, individual or otherwise (whether or not any member of the IPP Nationwide Injunctive Class 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): (i) that members of the IPP Nationwide Injunctive Class, or each of them, ever had, now has, or hereafter can, shall, or may have on account of, arising out of, or relating to any act or omission of the Chimei Releasees (or any of them) concerning price fixing, agreed output restrictions, or other forms of anticompetitive behavior with regard to TFT-LCD Panels during the period from January 1, 1999 through October 31, 2011, including, but not limited to, any conduct alleged and causes of action asserted in the Actions, or that could have been asserted or alleged in the Actions, and arising out of the facts alleged in the Actions; or (ii) that were asserted in the Actions (collectively, the “IPP Nationwide Injunctive Class Released Claims”). The members of the IPP Nationwide Injunctive Class shall not, after the date of this Agreement, seek to establish liability for injunctive relief against Chimei Releasees based, in whole or in part, upon any of the IPP Nationwide Injunctive Class Released Claims or any conduct at issue in the IPP Nationwide Injunctive Class Released Claims.

(c) With regard to the Attorney General of Arkansas, the Chimei Releasees shall be completely released, acquitted, and forever discharged to the fullest extent permitted by law from: (i) the claims, allegations and causes of action (except those specifically released in the Agreement as to Civil Penalties between the Attorney General and Chimei executed on November 16, 2011), that were asserted under the operative complaint; and (ii) any and all claims, demands, actions, judgments, suits, or causes of action that the State of Arkansas could have brought, or hereafter could bring, against the Chimei Releasees (or any of them),

based on the facts alleged in the operative complaint relating to TFT-LCD Panels, including but not limited to its *parens patriae* claims (the “Arkansas Released Claims”). The Attorney General of Arkansas shall not, after the Effective Date, seek to establish liability against the Chimei Releasees based, in whole or in part, upon any of the Arkansas Released Claims or conduct at issue in the Arkansas Released Claims including, without limitation, liability with respect to any governmental or *parens patriae* indirect purchaser claims.

(d) With regard to the Attorney General of California, the Chimei Releasees shall be completely released, acquitted, and forever discharged to the fullest extent permitted by law from: (i) the claims, allegations and causes of action (except those specifically released in the Agreement as to Civil Penalties between the Attorney General and Chimei executed on November 16, 2011), that were asserted under the operative complaint filed in the California State Court Action; and (ii) any and all claims, demands, actions, judgments, suits, or causes of action that the parties represented by the California Attorney General in the California State Court action could have brought, or hereafter could bring against the Chimei Releasees (or any of them), based on the facts alleged in the operative complaint relating to TFT-LCD Panels, including the State of California’s *parens patriae* claims, with the exception of the claims of any California residents who request exclusion under Cal. Bus. & Prof. Code, § 16760 (the “California Released Claims”). The Attorney General of California shall not, after the Effective Date, seek to establish liability against the Chimei Releasees based, in whole or in part, upon any of the California Released Claims or conduct at issue in the California Released Claims including, without limitation, liability with respect to any governmental or *parens patriae* indirect purchaser claims, or governmental direct purchases and purchases by assignment.

(e) With regard to the Attorney General of Florida, the Chimei Releasees shall be completely released, acquitted, and forever discharged to the fullest extent permitted by law from (i) the claims, allegations and causes of action (except those specifically released in the Agreement as to Civil Penalties between the Attorney General and Chimei executed on November 16, 2011), that were asserted under the operative complaint; and (ii) any and all claims, demands, actions, judgments, suits, or causes of action that the State of Florida could have brought, or hereafter could bring against the Chimei Releasees (or any of them), based on the facts alleged in the operative complaint relating to TFT-LCD Panels, including but not limited to the State of Florida's *parens patriae* claims (the "Florida Released Claims"). The Attorney General of Florida shall not, after the Effective Date, seek to establish liability against the Chimei Releasees based, in whole or in part, upon any of the Florida Released Claims, or conduct at issue in the Florida Released Claims including, without limitation, liability with respect to governmental or *parens patriae* indirect purchaser claims, or governmental direct purchases and purchases by assignment.

(f) With regard to the Attorney General of Michigan, the Chimei Releasees shall be completely released, acquitted, and forever discharged to the fullest extent permitted by law from: (i) the claims, allegations and causes of action (except those specifically released in the Agreement as to Civil Penalties between the Attorney General and Chimei executed on November 16, 2011), that were asserted under the operative complaint; and (ii) any and all claims, demands, actions, judgments, suits, or causes of action that the State of Michigan could have brought, or hereafter could bring against the Chimei Releasees (or any of them), based on the facts alleged in the operative complaint relating to TFT-LCD Panels, including but not limited to its *parens patriae* claims (the "Michigan Released Claims"). The Attorney

General of Michigan shall not, after the Effective Date, seek to establish liability against the Chimei Releasees based, in whole or in part, upon any of the Michigan Released Claims or conduct at issue in the Michigan Released Claims, including, without limitation, liability with respect to any governmental or *parens patriae* indirect purchaser claims, or governmental direct purchases and purchases by assignment.

(g) With regard to the Attorney General of Missouri, the Chimei Releasees shall be completely released, acquitted, and forever discharged to the fullest extent permitted by law from: (i) the claims, allegations and causes of action (except those specifically released in the Agreement as to Civil Penalties between the Attorney General and Chimei executed on November 16, 2011), that were asserted under the operative complaint; and (ii) any and all claims, demands, actions, judgments, suits, or causes of action that the State of Missouri could have brought, or hereafter could bring, against the Chimei Releasees (or any of them), based on the facts alleged in the operative complaint relating to TFT-LCD Panels, including but not limited to its *parens patriae* claims (the "Missouri Released Claims"). The Attorney General of Missouri shall not, after the Effective Date, seek to establish liability against the Chimei Releasees based, in whole or in part, upon any of the Missouri Released Claims or conduct at issue in the Missouri Released Claims including, without limitation, liability with respect to any governmental or *parens patriae* indirect purchaser claims.

(h) With regard to the Attorney General of New York, the Chimei Releasees shall be completely released, acquitted, and forever discharged to the fullest extent permitted by law from: (i) the claims, allegations and causes of action (except those specifically released in the Agreement as to Civil Penalties between the Attorney General and Chimei executed on November 16, 2011), that were asserted under the operative complaint filed in the

New York Action; and (ii) and any and all claims, demands, actions, judgments, suits, or causes of action that the State of New York could have brought, or hereafter could bring, against the Chimei Releasees (or any of them), based on the facts alleged in the operative complaint relating to TFT-LCD Panels, including but not limited to its *parens patriae* claims, with the exception of the claims of any New York residents who opt out of the settlement (the "New York Released Claims"). The Attorney General of New York shall not, after the Effective Date, seek to establish liability against the Chimei Releasees based, in whole or in part, upon any of the New York Released Claims or conduct at issue in the New York Released Claims, including, without limitation, liability with respect to any governmental or *parens patriae* indirect purchaser claims or governmental direct purchases and purchases by assignment.

(i) With regard to the Attorney General of West Virginia, the Chimei Releasees shall be completely released, acquitted, and forever discharged to the fullest extent permitted by law from: (i) the claims, allegations and causes of action (except those specifically released in the Agreement as to Civil Penalties between the Attorney General and Chimei executed on November 16, 2011), that were asserted under the operative complaint; and (ii) any and all claims, demands, actions, judgments, suits or causes of action that the State of West Virginia could have been brought, or hereafter could bring, against the Chimei Releasees (or any of them), based on the facts alleged in the operative complaint, relating to TFT-LCD Panels (the "West Virginia Released Claims"). The Attorney General of West Virginia shall not, after the Effective Date, seek to establish liability against the Chimei Releasees based, in whole or in part, upon any of the West Virginia Released Claims or conduct at issue in the West Virginia Released Claims including, without limitation, liability with respect to governmental indirect purchaser claims.



(j) With regard to the Attorney General of Wisconsin, the Chimei Releasees shall be completely released, acquitted, and forever discharged to the fullest extent permitted by law from: (i) the claims, allegations and causes of action (except those specifically released in the Agreement as to Civil Penalties between the Attorney General and Chimei executed on November 16, 2011), that were asserted under the operative complaint; and (ii) any and all claims, demands, actions, judgments, suits or causes of action that the State of Wisconsin could have brought, or hereafter could bring, against the Chimei Releasees (or any of them), based on the facts alleged in the operative complaint relating to TFT-LCD Panels (the “Wisconsin Released Claims”). The Attorney General of Wisconsin shall not, after the Effective Date, seek to establish liability against the Chimei Releasees based, in whole or in part, upon any of the Wisconsin Released Claims or conduct at issue in the Wisconsin Released Claims including, without limitation, liability with respect to governmental or *parens patriae* indirect purchaser claims, or governmental direct purchases and purchases by assignment.

(k) The IPP Damages Classes Released Claims, the IPP Nationwide Injunctive Class Released Claims, the Arkansas Released Claims, the California Released Claims, the Florida Released Claims, the Michigan Released Claims, the Missouri Released Claims, the New York Released Claims, the West Virginia Released Claims, and the Wisconsin Released Claims are collectively referred to as the “Released Claims” in this Agreement.

22. For the avoidance of doubt, the types of claims released in Paragraph 21 are released regardless of the type of cause of action, common law principle, or statute under which they are asserted; for example, such claims are released whether asserted under any federal, state, international, foreign, or local antitrust, unfair competition, unfair practices, deceptive trade practices, price discrimination, unitary pricing, common law unjust enrichment,

trade practice, racketeering, or civil conspiracy law, or similar law or regulation of any jurisdiction within the United States or elsewhere. Notwithstanding the foregoing, Released Claims do not include claims under foreign or international law based on purchases of products containing TFT-LCD panels when the product in question was purchased outside of the United States. In addition, Chimei and the Settling Plaintiffs agree that each of the releases set forth in Paragraph 21 should be construed on its own and that no negative inferences should be drawn from any differences among the various releases set forth in Paragraph 21. After the execution of this settlement, the Settling States agree that they will not file any action against the Chimei Releasees, or any of them, that seeks any money payable to the State (or agencies, subdivisions, or instrumentalities thereof) based on any form of alleged anticompetitive conduct occurring on or before December 31, 2006 relating to TFT-LCD panels, regardless of the size or usage of those panels, where such panels were alleged, under their operative complaints, to be the subject of any anticompetitive conduct.

23. In addition to the provisions of Paragraphs 21 and 22 of this Agreement, Releasers hereby expressly waive and release, upon this Agreement becoming final, any and all provisions, rights, and benefits conferred by (i) Section 1542 of the California Civil Code, which states:

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 (ii) any law or common law principle of any state or territory of the United States, or any foreign state, which is similar, comparable, or equivalent to Section 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 21 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 Paragraphs 21 and 22 of this Agreement, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

24. The releases, discharges and covenants not to sue set forth in Paragraphs 21 through 23 of this Agreement do not include claims by any of the Members of the IPP Classes or the Settling States other than the Released Claims and do not include other claims, such as those solely arising out of product liability, personal injury, or breach of contract claims in the ordinary course of business not covered by the Released Claims. For the avoidance of doubt, the foregoing clause does not exclude from the scope of the Released Claims any claim to the extent that it arises out of allegations of an increase in price, stabilization of price, reduction or decrease in price, or a reduction in output or quality, of TFT-LCD Panels as a result of alleged anticompetitive conduct. In addition, notwithstanding the releases, discharges, and covenants not to sue set forth in Paragraphs 21 through 23 of this Agreement:

(a) The releases, discharges, and covenants not to sue set forth in Paragraphs 21 through 23 of this Agreement do not include claims of price fixing of TFT-LCD finished products, such as finished televisions, monitors, and laptop computers, except to the extent any claims regarding such finished products were asserted in the Actions.

(b) To the extent that members of the IPP Nationwide Injunctive Class are also members of the IPP Damages Classes, such members of the IPP Nationwide Injunctive Class shall not be deemed to have waived a claim against the Settlement Fund solely by virtue of the releases, discharges and covenants not to sue set forth in Paragraphs 21 through 23 of this Agreement.

(c) For the avoidance of doubt, the IPP Nationwide Injunctive Class Released Claims do not include any claims for monetary relief.

(d) For the avoidance of doubt, claims relating to Cathode Ray Tubes or finished products containing the same were not asserted in the operative complaints and are not Released Claims.

(e) This Agreement shall not affect whatever rights Releasors or any of them may have to seek damages or other relief from any person other than Chimei Releasees.

(f) Nothing herein is intended to limit or narrow the preclusive effect of the dismissal with prejudice of the Actions against Chimei.

(g) For the avoidance of doubt, nothing in this Agreement shall release any enforcement, proprietary or injunctive claims against Chimei of any state which is not a Settling State.

25. Nothing herein shall prevent the Settling Plaintiffs from making any application to the Court as appropriate to enforce or interpret the provisions of this Agreement, or, in the alternative, maintaining any action in the Court within their legal authority for such other and further relief as any Settling Plaintiff may determine in his/her/its sole discretion is proper and necessary for the enforcement of this Agreement. Nothing herein shall prevent the State of California or the State of New York from seeking such enforcement remedies in the

Superior Court of the State of California, City and County of San Francisco, or the United States District Court for the Southern District of New York, respectively.

D. Settlement Fund.

26. Subject to the provisions hereof, and in full, complete and final settlement of the Actions as provided herein, Chimei shall pay the Settlement Amount in United States Dollars into an escrow account to be administered in accordance with the provisions of Paragraph 30 of this Agreement (the "Escrow Account") within forty (40) days of execution of this Agreement. The Settling Parties will cooperate to ensure that the Escrow Account has been established and appropriate wiring instructions have been provided to Chimei within five (5) days after the Effective Date.

27. Releasors shall look solely to the Settlement Fund for settlement and satisfaction against the Chimei Releasees of all Released Claims, and shall have no other recovery of costs, fees, attorney's fees, damages, or other relief against Chimei or the Chimei Releasees, except as set forth in this Agreement.

28. After this Agreement becomes final within the meaning of Paragraph 19, the Settlement Fund shall be distributed in accordance with the plan to be submitted at the appropriate time by Co-Lead Counsel for the IPP Classes, which may be joined by one or more of the Settling States, subject to approval by the Court. The distribution plan shall, following the allocation described in Paragraph 30(e), provide for redress of all claims filed by members of the IPP Damages Classes, which redress shall be determined through a uniform methodology. The Settling States will receive redress from the Settlement Fund through the allocation described in Paragraph 30(e). In no event shall Chimei or the Chimei Releasees have any responsibility, financial obligation, or liability whatsoever with respect to the investment, allocation, preservation, 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 32(a) of this Agreement.

29. In no circumstances shall this Agreement be construed to require Chimei to pay more than the Settlement Amount.

E. Escrow Account.

30. (a) The Escrow Account will be established at a bank or such other financial institution agreed upon by all parties, with such bank or such other agreed-upon financial institution serving as escrow agent ("Escrow Agent") subject to escrow instructions mutually acceptable to counsel for the Settling Plaintiffs and counsel for Chimei, which Escrow Account shall 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, 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) Any accrued interest shall remain with the balance of the Settlement Fund except as provided in Paragraph 30(e).

(e) The Settlement Fund shall be used for the payment of all monetary relief claims of the Settling Plaintiffs and the parties they represent in the Actions, subject first to the payment of attorneys' fees and reimbursement of litigation expenses and costs in the Actions, including the costs of settlement administration. As will be set forth in the motions for

preliminary and final approval, following the Court's consideration and action on any applications for costs or fees, a portion of the Settlement Fund shall be allocated to distributions for those governmental entity claims brought by the Settling States, which distribution shall be overseen by the Settling States. The Settling Plaintiffs have agreed among themselves that this portion shall be computed by taking 7% of the Settlement Fund (after deduction for the above fees and expenses), then multiplying that result by the fraction of the average gross domestic product of the Settling States during the Class Period over the average gross domestic product during the same period of the 24 States plus the District of Columbia for which there are IPP Damages Classes (collectively, the "Governmental Purchaser Redress Allocation"). All other funds shall be used for payment of the damages claims of the members of the IPP Damages Classes, as defined herein. For the avoidance of doubt, if the preceding allocation is altered by the Court or a reviewing court, such reallocation shall not be grounds for termination of this Agreement so long as no additional material obligations are imposed on Chimei.

(f) In the event any monies remain as residue in the Settlement Fund following all distribution efforts approved by the Court, the IPP Damages Classes and the Settling States shall move the Court for an order disposing of all such funds, including additional possible distributions to approved class claimants and/or cy pres distribution as approved by the Court.

(g) Settling Plaintiffs and Chimei 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 30, 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.

(h) 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)(l)). Such returns (as well as the election described in Paragraph 30(g)) shall be consistent with Paragraph 30(i), 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 30(i) hereof.

(i) All of the following shall be paid out of the Settlement Fund: (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 Chimei 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 30(g) through 30(i) (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 30(i) (“Tax Expenses”)).



(j) Neither Chimei nor any other Chimei Releasee nor their respective counsel shall have any liability or responsibility for the Taxes or Tax Expenses, nor for maintaining or securing any desired tax status for the Settlement Fund, nor for any negligence, fraud, or malfeasance regarding the Settlement Fund. 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 Chimei nor any other Chimei Releasee is responsible, nor shall they have any liability for any Taxes. Settling Plaintiffs and Chimei 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 30(g) through 30(i).

(k) If this Agreement does not receive final approval as described in Paragraph 19, the Settlement Fund (other than notice and administration costs expended in accordance with Paragraph 32(a) and Taxes) shall be promptly returned to Chimei from the Escrow Account by the Escrow Agent along with any interest accrued thereon.

F. Exclusions.

31. (a) Co-Lead Counsel for the IPP Classes and, to the extent applicable, the Settling States, will cause copies of requests for exclusion from the IPP Damages Classes, and from any State *parens patriae* claims to the extent applicable, to be provided to counsel for Chimei and to the Settling States as they are received.

(b) No later than ten (10) days after the final date for mailing requests for exclusion, Co-Lead Counsel for the IPP Classes shall provide counsel for Chimei with a complete and final list of opt-outs.

(c) Chimei shall have the option to terminate this Agreement if the volume of commerce in TFT-LCD Panels attributable to purchasers who would otherwise be Members of the IPP Damages Classes but who timely and validly request exclusion from such classes, equals or exceeds five percent (5%) of the total volume of commerce purchased by all such class members. After meeting and conferring with Co-Lead Counsel for the IPP Classes and Co-Liaison Counsel for the Settling States, Chimei may elect to terminate this Agreement by serving written notice of such election on Co-Lead Counsel for the IPP Classes and Co-Liaison Counsel for the Settling States by e-mail and overnight courier and by filing a copy of such notice with the Court no later than thirty (30) days before the date for the final approval hearing of this Agreement, except that Chimei shall have a minimum of ten (10) days in which to decide whether to terminate this Agreement after receiving the final opt-out list. In the event that Chimei exercises its option to terminate this Agreement: (i) this Agreement shall be null and void as to Chimei, and shall have no force or effect and shall be without prejudice to the rights and contentions of Chimei, the Chimei Releasees, and Settling Plaintiffs in this or any other litigation; and (ii) the Settlement Fund paid by Chimei, plus interest thereon, shall be refunded promptly to Chimei, minus such payment (as set forth in this Agreement) of expenses previously incurred for taxes, class notice, claims administration, or settlement administration costs or any other expenses incurred by the Settlement Fund as provided in Paragraph 32(a) of this Agreement, and the Escrow Agent shall be promptly notified and instructed.

(d) In order to establish the 5% threshold contemplated by Paragraph 31(c), the parties may seek discovery from opt-outs to obtain information sufficient to calculate opt-out TFT-LCD Panel purchases.

G. Payment of Expenses.

32. (a) Chimei agrees that a maximum of Five Million Dollars (\$5,000,000) of the Settlement Fund may, if permitted by the Court, be used to cover the cost of notice to the class and related administration and claims processing costs. Funds reasonably and actually expended pursuant to this Paragraph 32(a) for notice and claims administration are not recoverable if this settlement does not become final.

(b) Except to the extent that such costs and fees may be paid out of the Settlement Fund as authorized by the Court, Chimei and Chimei Releasees shall not be liable for any of the costs or expenses of the litigation of the Actions, 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 (excluding Chimei's pro rata share of any special master fees that are incurred in connection with Court-ordered special master reports relating to the approval of this Agreement, but not excluding costs relating to creation or modification of a plan of allocation for the Settlement Fund), appeals, trials or negotiation of other settlements, or for administration and costs.

(c) If Settling Plaintiffs' counsel enter into any other settlements on behalf of the IPP Classes before notice of this Agreement is given to the IPP Classes, Settling Plaintiffs' counsel shall use their best efforts to provide a single notice to prospective class members of all of the settlements.

H. Fees and Reimbursement of Expenses for Settling Plaintiffs' Counsel.

33. Settling Plaintiffs' Counsel shall be awarded such fees and reimbursed such costs and expenses from the Settlement Fund as are approved by the Court and shall be paid *pro rata* from each settling defendants' portion of all settlement funds. The Chimei Releasees shall not be liable for any costs, fees, or expenses of any of the Settling Plaintiffs' respective attorneys, experts, advisors, agents, or representatives.

34. Co-Lead Counsel for the IPP Classes and counsel for the Settling States may submit an application or applications to the Court (the "Fee and Expense Application(s)") for distribution to them from the Settlement Fund, and Chimei shall not oppose such application, for: (a) an award of attorneys' fees not in excess of one-third of the Settlement Fund; plus (b) reimbursement of expenses and costs incurred, or to be incurred, in connection with prosecuting the Actions (including the California State Court 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").

(a) The Attorney General of California reserves the right to submit a Fee and Expense Application to the Superior Court of California should the Court decline jurisdiction over any Fee and Expense Application submitted by the Attorney General of California, but all such fees, expenses, or costs awarded by the Superior Court of California shall be paid out of the Settlement Fund and neither Chimei nor any other Chimei Releasee shall have any liability therefor. In no event shall Chimei or any other Chimei Releasee be responsible to pay any such fees, expenses, costs, and interest except to the extent they are paid out of the Settlement Fund.

(b) That portion of the Fee and Expense Award, as approved by the Court, that relates to expenses only, shall be paid from the Settlement Fund to any counsel for

the IPP Classes seeking such payment within five (5) court days after all the following conditions have been met: (i) the Court has entered an order awarding each counsel for the IPP Classes its out-of-pocket expenses, (ii) such order has been provided to the Escrow Agent, and (iii) the undertaking described in the next sentence has been provided to the Escrow Agent, to Co-Lead Counsel and to Chimei. Each such counsel for the IPP Classes, as a condition to the receipt of any payment for expenses from the Settlement Fund prior to this Agreement becoming final as set forth in Paragraph 19 of this Agreement, shall deliver to the Escrow Agent and to Chimei a written undertaking, signed by such counsel for the IPP Classes and his/her/their equity partners or other equity owners, acknowledging and agreeing to their obligations under this Paragraph 34 and agreeing to the jurisdiction of the Court for the purpose of enforcing this Paragraph 34. In no event shall counsel for the IPP Classes seek to withdraw more than \$1,500,000.00.

(c) That portion of the Fee and Expense Award, as approved by the Court, that relates to attorneys' fees only shall be paid from the Settlement Fund to any counsel for the IPP Classes seeking such payment within five (5) court days after all the following conditions have been met: (i) the Court has entered an order awarding counsel for the IPP Classes its fees; (ii) such order has been provided to the Escrow Agent; and (iii) the irrevocable letter of credit or other security described below has been provided to Co-Lead Counsel, to Chimei and to the Escrow Agent. Each such counsel for the IPP Classes as a condition to the receipt of payment of fees from the Settlement Fund prior to this Agreement becoming final as set forth in Paragraph 19 of this Agreement, shall deliver to the Escrow Agent and to Chimei either an irrevocable letter of credit or such other security as Chimei accepts in writing in advance of such payment. The security described in this Paragraph shall be in favor of Chimei

and of the Settlement Fund. Notwithstanding any other provision in this paragraph, no portion of a Fee and Expense Award will be paid to any counsel for the IPP Classes any earlier than three (3) business days after Chimei's receipt of such irrevocable letter of credit or other approved security described above.

(d) For the avoidance of doubt, "counsel for IPP Classes" includes each attorney that receives attorneys' fees or reimbursement of expenses from the Settlement Fund pursuant to this Paragraphs 34(b) or 34(c), together jointly and severally with such attorney's law firm and all its partners or equity owners, but does not include the Settling States. Chimei shall be entitled to enforce this Paragraph 34 and such related written undertakings in the Court. For the further avoidance of doubt, Chimei's obligation to fund the Settlement Fund will not be altered or increased if, for any reason any counsel for IPP Classes fails to repay to the Settlement Fund any sums due to be repaid pursuant to Paragraph 34(f) below.

(e) Nothing in this provision shall require counsel to accept payment prior to this Agreement becoming final as defined in Paragraph 19, and counsel may request the Escrow Agent to withhold payment until this Agreement is final. Counsel may elect to receive partial payment of expenses and fees. Counsel electing to receive payment prior to such finality shall be subject to the terms in Paragraph 34(f) below.

(f) In the event the settlement is reversed on appeal or any portion of the Fee and Expense Award is vacated, reversed or reduced by the Court or on appeal, any counsel for the IPP Classes that received payments of any Fee and Expense Award that are subject to elimination or reduction shall, within ten (10) court days after receiving notice of the applicable court order, refund to the Settlement Fund the full amount of the Fee and Expense Award previously paid to such counsel pursuant to this Paragraph, or, if the Fee and Expense

Award is reduced, a proportion of such full amount which shall be equal to the proportion of the reduced Fee and Expense Award to the original awards. In the event such counsel fails to make a full refund of the applicable amount of fees received under Paragraph 34(c) within the 10-day period, Chimei, where applicable, or the Escrow Agent on behalf of the Settlement Fund, shall have the right to execute on the security. In the event such counsel fails to make a full refund of the applicable amount of expenses received under Paragraph 34(b) within the 10-day period, such counsel shall be liable to the Settlement Fund and to Chimei for the repayment of such amount.

(g) Co-Lead Counsel for the IPP Classes and counsel for the Settling States reserve the right to make additional applications for fees, expenses and costs incurred to be paid from the Settlement Fund. In no event shall Chimei or Chimei Releasees be responsible to pay any such additional fees, expenses, costs, and interest, except that they are paid out of the Settlement Fund. Only those counsel which requested and received payments prior to disbursement under the terms of this Paragraph are liable for the return of any payments received. In no event shall any law firm be liable for repayment of any amounts received by any other law firm.

(h) The procedure for and the allowance or disallowance by the Court of the application by IPP Class Counsel or any Settling States for attorneys' fees, costs and expenses to be paid out of the Settlement Fund, and any plan for distribution of the Settlement Fund to Class Members or among Settling States, 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 plan of distribution, or any appeal from any such orders shall not operate to

terminate or cancel this Agreement, or affect or delay the finality of the judgment approving settlement.

(i) Chimei and the Chimei Releasees shall not have any responsibility for, or interest in, or liability whatsoever with respect to any payment of any Fee and Expense Award in the Actions to counsel for the Settling Plaintiffs.

(j) Chimei and the Chimei Releasees shall not have any responsibility for, or interest in, or liability whatsoever with respect to the allocation among counsel for the IPP Classes or for the Settling States, and/or any other person who may assert some claim thereto, of any Fee and Expense Award that the Court may make in the Actions.

(k) For the elimination of doubt, Chimei shall have no recourse under this paragraph with respect to a Fee and Expense Award, except in favor of the Settlement Fund, where the settlement itself is not objected to or, if objected to, is otherwise affirmed and any objection is solely to the amount of fees or costs.

I. Conduct During The Pendency Of This Agreement.

35. Chimei need not respond to formal discovery from Settling Plaintiffs and shall not otherwise participate in the Actions during the pendency of this Agreement commencing upon execution of this Agreement, except as required by the Cooperation Terms set forth in Paragraph 45 below. Neither Chimei nor Settling Plaintiffs (or any of them) shall file motions against the other in the Actions during the pendency of the Agreement. Chimei agrees to jointly seek a stay of the California State Court Action if requested by the California Attorney General. In the event that the Agreement is not approved by the Court or otherwise terminates, Chimei and Settling Plaintiffs expressly reserve all of their rights, and agree to propose to the Court or courts a reasonable schedule by which Chimei would rejoin the Actions.



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

36. If the Court refuses to approve this Agreement or if such approval is modified in a material way or set aside on appeal, 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 reversed, then Chimei and the Settling Plaintiffs shall each, in their sole discretion, exercised in good faith, 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 50. Any order of the Court on a Fee and Expense Application shall not be deemed a refusal by the Court to approve this Agreement or any part thereof. A modification or reversal on appeal of any amount of attorneys' fees and expenses awarded by the Court from the Settlement Fund, or order approving a plan of distribution, shall not be deemed a modification of all or a part of the terms of this Agreement or such final judgment.

37. In the event that this Agreement does not become final, then this Agreement shall be of no force or effect and the Settlement Fund caused to be deposited in the Escrow Account (including interest earned thereon) shall be returned forthwith to Chimei less only disbursements and payments reasonably and actually made for class notice and claims administration as set forth in Paragraph 32(a). Chimei expressly reserves all of its rights if this Agreement does not become final. Further, and in any event, Settling Plaintiffs and Chimei 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 Chimei (or any of the Chimei Releasees), or of the truth of any of the claims or allegations contained in the complaint or any other pleading filed by Settling Plaintiffs in the

Actions, and evidence thereof shall not be discoverable or used directly or indirectly, in any way, whether in the Actions or in any other action or proceeding to the fullest extent allowed by law.

38. 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 Chimei Releasee as provided in this Agreement.

K. Miscellaneous.

39. This Agreement does not settle or compromise any claim by Settling Plaintiffs asserted in the Actions against any Defendant or alleged co-conspirator other than Chimei and the other Chimei Releasees. All rights against such other defendants or alleged co-conspirators other than Chimei and the other Chimei Releasees are specifically reserved by Settling Plaintiffs. Chimei's sales to the Settling Plaintiffs shall not be removed from any of the Actions for purposes of Settling Plaintiffs asserting joint liability or any derivative liability against other defendants.

40. This Agreement shall not affect whatever rights Releasors or any of them may have: (a) to seek damages or other relief from any person other than Chimei and the other Chimei Releasees, with respect to any TFT-LCD Panels purchased indirectly within or outside the United States; (b) 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 direct purchasers of TFT-LCD Panels; (c) 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 Chimei and the other Chimei Releasees; or (d) to assert any other claims which they may have against Chimei in the ordinary course of business which are not covered by or related to the Released Claims.

41. 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 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 Settling Plaintiffs and Chimei except, as to the New York Action, Chimei consents to the jurisdiction of the United States District Court for the Southern District of New York only for the purpose of any action which may be brought by the New York Attorney General to enforce the terms of this Agreement, and as to the California State Court Action, Chimei consents to the jurisdiction of the Superior Court of the State of California, City and County of San Francisco, only for the purpose of any action which may be brought by the California Attorney General to enforce the terms of this Agreement.

42. 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.

L. Conduct Enjoined.

43. Injunction.

(a) Chimei Innolux Corporation ("CMI") agrees that for a period of five (5) years from the date of execution of this Agreement they will: Not engage in price fixing, market allocation, bid rigging, or other conduct which constitutes a violation of Section 1 of the Sherman Act, with respect to the sale of any TFT-LCD monitor, laptop or television panel (or any monitor, laptop or television containing such a TFT-LCD panel) that is likely, through the reasonably anticipated stream of commerce, to be sold to an end-user purchaser within the United States.

(b) For purposes of illustration and not limitation, such proscribed conduct includes participating in meetings, conversations and communications with other manufacturers of TFT-LCD panels (other than affiliated entities, joint venture partners, or entities involved in discussions about the potential purchase of TFT-LCD panels from CMI, or the potential sale of such panels to CMI or its affiliated entities) in the United States and elsewhere to discuss the prices of TFT-LCD panels to be sold to customers, to exchange and/or to disclose or receive information on current or future prices, prospective sales, planned production or production capacity, or negotiations with any prospective customers of TFT-LCD panels or products, information on sales of TFT-LCD panels to customers, for the purpose of monitoring or enforcing adherence to agreed-upon prices, when any such information has not been made public or is not openly and freely available to the public.

(c) Nothing in this provision shall be interpreted as limiting in any way CMI's obligation to comply to the fullest extent with federal and state antitrust laws.

M. Compliance Program and Reporting.

44. CMI agrees that for a period of five (5) years from the date of execution of this Agreement, it will establish, or, if applicable, maintain and update a program or programs for the purpose of assuring compliance with applicable United States antitrust and competition laws, including the Sherman Act, by its officers and/or employees who have responsibility for pricing of any TFT-LCD Panels or for making decisions regarding production capacity, or who CMI reasonably believes know non-public information about prices of TFT-LCD Panels. Said program or programs shall provide relevant compliance education to its employees and officers regarding the legal standards imposed by such antitrust laws, the remedies that might be applied in the event of violations of said laws, and their obligations in the event that they observe violations of said laws. On an annual basis, CMI shall certify to the Settling Plaintiffs that CMI

is fully compliant with the provisions of this paragraph and submit a written report to the Settling Plaintiffs setting forth how CMI has complied and is complying with the provisions of this paragraph.

N. Cooperation.

45. CMI, including its subsidiaries and affiliates, agrees to fully cooperate with the Settling Plaintiffs until the conclusion of the Actions by:

(a) Promptly providing a detailed account to the Settling Plaintiffs of the material facts known to CMI that are relevant to the Settling Plaintiffs' allegations in the Actions, which account shall include, but not be limited to, the identification of non-privileged and non-work product-protected documents reflecting the known facts;

(b) Producing in the United States, with copies for both Co-Lead Counsel for the IPP Classes and Co-Liaison Counsel for the Settling States (2 copies), all non-privileged and non-work product-protected documents (including any such available English translations) that evidence any meetings or communications among TFT-LCD Panel makers, or plans for such meetings, or results of such meetings, and all documents evidencing how any TFT-LCD Panel or product-related conspiracy was formed, implemented, and enforced, to the extent known by CMI, including, but not limited to, reasonably requested, non-privileged and non-work product-protected documents relating to sales, pricing, capacity, production, damages and liability and communications regarding the same, and to the extent such production already has been made, facilitating access to and identification of the same;

(c) Producing in the United States, with copies for both Co-Lead Counsel for the IPP Classes and Co-Liaison Counsel for the Settling States (2 copies), copies of any transcripts of depositions taken in these Actions, and all exhibits thereto, provided by CMI

or otherwise in the possession of CMI, or its counsel, as reasonably requested, to the extent allowed by the Protective Order;

(d) As reasonably requested by Settling Plaintiffs, making inquiries of officers or employees and ex-employees and reasonable examination of documents to provide confirmatory information or to “fill in gaps” in existing production or testimony previously provided to the States and Indirect Purchaser Plaintiffs (including, for purposes of this term, examination by counsel for CMI of documents which may be classified as work product);

(e) Providing the Indirect Purchaser Plaintiffs and the States all reasonably requested data and reasonable access to CMI employees for additional explanations relating to the plaintiffs’ efforts:

i. to demonstrate the intent, purpose, and/or expectation of CMI or other co-conspirators (as identified in any of the Settling Plaintiffs’ complaints) that TFT-LCD Panels subject to any price-fixing or other anticompetitive agreements, or the finished products in which they were installed, were likely to be sold to end-users in the United States;

ii. to analyze the impact of the cost of a TFT-LCD Panel on the total costs of a finished product and/or on its sale price at any level in the chain of commerce; and

iii. to identify contracts and evaluate the terms of sale by CMI of its TFT-LCD Panels to its customers, including other manufacturers.

(f) Using best efforts to make available in or around San Francisco, California, or at such other location in the United States as agreed by the Settling Plaintiffs, at a mutually agreed upon time and place for deposition at least four (4) officers or employees as are

identified by the Settling Plaintiffs. Alternatively, if travel to the United States by the witness is not practicable, CMI agrees to make such witnesses available to the States and/or Indirect Purchaser Plaintiffs in Taiwan, and will pay all reasonable costs of travel and accommodations for at least two (2) representatives of both the Plaintiff States and the IPPs to travel to said place for the purpose of conducting said depositions and/or interviews;

(g) Using best efforts to make available any officers or employees and others over whom CMI has control, whether in the United States or elsewhere, for interviews in person, if practicable, or by video conference, if practicable, or teleconference, as reasonably requested by the Settling Plaintiffs. In addition, CMI shall use best efforts to provide affidavits on its behalf or on the behalf of other persons it controls as officers, employees or agents, or for the purpose of authenticating business records, as reasonably required by the Settling Plaintiffs; and

(h) Using best efforts to produce at trial in person at least four (4) officers, employees, or others over whom CMI has control (“representatives”) to testify as reasonably required by the IPPs, with the IPPs bearing the reasonable travel expenses of such witnesses; producing at trial in person at least four (4) representatives to testify as reasonably required by the Settling States in the MDL, and producing at trial in person at least four (4) representatives to testify as reasonably required by the State of California in its separate state court trial in the State of California Action and producing at trial in person at least four (4) representatives to testify as reasonably required by the State of New York in its separate federal court trial;

(i) In the event that the Indirect Purchaser Plaintiffs and/or the Settling States determine that they want access to additional CMI officers and/or employees

beyond the numerical limits set forth in subparagraphs (f) and (h) above, CMI agrees to work in good faith to provide such assistance as may reasonably be required;

(j) Continuing to agree to abide by the May 5, 2011 Order of the Special Master and the agreement of Defendants' Liaison Counsel that documents (and testimony) that were improperly designated as either "Highly Confidential" or "Confidential" shall be de-designated as non-confidential through a prompt meet and confer process. Upon request, from Co-Lead Counsel for the IPP Classes or Co-Liaison Counsel for the Settling States, CMI shall promptly review any such request for de-designation of specific deposition testimony or documents produced (whether or not subject to the Special Master Order) and provide written notice that the materials are or are not confidential. In the event that request is made and CMI fails to respond within twenty (20) days, said materials shall be deemed to be non-confidential. In the event of a dispute, CMI shall promptly submit the materials to the Special Master for adjudication of the breadth of any confidentiality claim.

(k) For purposes of each of the following cooperation terms, requests shall be deemed "reasonable" if the person's name appears on any communications reflecting communications with or about competitor panel manufacturers, relating to pricing or supplies of CMI or its competitors' panels, and/or relating to information relevant to establishing damages flowing from the conspiracy, or the information described by sub-paragraph (e) above; likewise, requests for documents or information shall be deemed reasonable if the documents or information subject to the request reflect or relate to any of the foregoing.

(l) Nothing in this section shall be construed or interpreted to be inconsistent with any continuing obligations that CMI may have to the United States Department of Justice. CMI shall cooperate with the Settling Plaintiffs in any effort to address any purported



inconsistency with the requirements of the United States Department of Justice or the Court.

Nothing in this section shall be construed or interpreted to be inconsistent with any court order in the MDL. CMI shall also cooperate with the Settling Plaintiffs in any effort to address any purported inconsistency between this agreement and any court order in the MDL or other related LCD antitrust litigation.

46. This Agreement constitutes the entire, complete and integrated agreement among Settling Plaintiffs and Chimei pertaining to the settlement of the Actions (including the California State Court Action) against Chimei, and supersedes all prior and contemporaneous undertakings of Settling Plaintiffs and Chimei in connection herewith, with the only exception being the Civil Penalties Claims Agreement executed with the Settling States concurrently herewith. This Agreement may not be modified or amended except in writing executed by Settling Plaintiffs and Chimei, and approved by the Court.

47. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Settling Plaintiffs and Chimei and the other Chimei Releasees. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by Settling Plaintiffs shall be binding upon all Members of the IPP Classes and Releasees. The Chimei Releasees (other than Chimei, which are parties hereto) are intended third-party beneficiaries of this Agreement and are authorized to enforce its terms applicable to them, even though the specific corporate names of the Chimei Releasees (other than Chimei) are not set forth in this Agreement.

48. This Agreement may be executed in counterparts by Settling Plaintiffs and Chimei, and a facsimile signature or PDF signature shall be deemed an original signature for

purposes of executing this Agreement. Chimei represents and warrants that it is authorized to execute this Agreement on behalf of Chimei.

49. Neither Settling Plaintiffs nor Chimei 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 of construction that would or might cause any provision to be construed against the drafter of this Agreement.

50. 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 counsel of record for the party to whom notice is being provided.

51. 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: November 16, 2011

By: Joseph M. Alioto  
Joseph M. Alioto  
ALIOTO LAW FIRM  
225 Bush Street, Suite 1615  
San Francisco, CA 94104

Dated: November 15, 2011

By: Francis O. Scarpulla  
Francis O. Scarpulla  
ZELLE HOFMANN VOELBEL & MASON LLP  
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*Co-Lead Counsel for Indirect-Purchaser Plaintiffs*

Dated: November 23, 2011

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By: Anne E. Schneider

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Dated: November \_\_\_\_, 2011

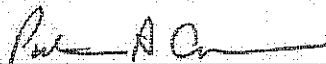
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Dated: November \_\_\_\_, 2011

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*Counsel for Plaintiff State of Missouri*

Dated: November \_\_\_\_, 2011

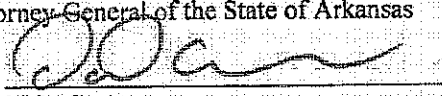
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*Counsel for Plaintiff State of New York*

# Chimei Settlement Agreement

Dated: November \_\_\_\_, 2011

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By: \_\_\_\_\_  
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Dated: November 23, 2011

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Dated: November \_\_\_\_\_, 2011

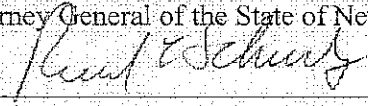
BILL SCHUETTE  
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Dated: November 23, 2011

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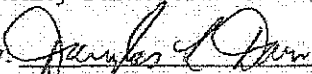
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Dated: November \_\_\_\_\_, 2011

By: \_\_\_\_\_  
*[Authorized Corporate Officer]*  
Chimei Innolux Corporation

And on behalf of:  
Chimei Optoelectronics USA, Inc.,  
101 Metro Drive, Suite 510  
San Jose, CA 95110  
Chi Mei Corporation  
Chimei Optoelectronics Corporation  
CMO Japan Co., Ltd.

Dated: November \_\_\_\_\_, 2011

By: \_\_\_\_\_  
Harrison J. Frahn  
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Dated: November \_\_\_\_, 2011

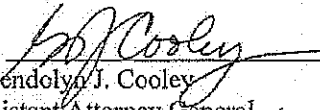
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*Counsel for the State of Wisconsin*

Dated: November \_\_\_\_, 2011

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*[Authorized Corporate Officer]*  
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Dated: November 17, 2011

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Chi Mei Corporation  
Chi Mei Optoelectronics Corporation  
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Dated: November \_\_\_\_, 2011

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Dated: November \_\_\_\_, 2011

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Dated: November \_\_\_\_, 2011

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Chi Mei Optoelectronics Corporation  
CMO Japan Co., Ltd.

Dated: November 21, 2011

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