

EXHIBIT A

IN RE: TFT-LCD (FLAT PANEL) ANTITRUST LITIGATION
MASTER FILE NO. M07-1827 SI; MDL NO. 1827

TFT-LCD DIRECT PURCHASER CLASS –TOSHIBA SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into this 10th day of September, 2012, by and between defendants Toshiba Corporation, Japan Display Central Inc. (formerly known as Toshiba Mobile Display Co., Ltd. and Toshiba Matsushita Display Technology Co., Ltd.), Toshiba America Electronic Components, Inc., and Toshiba America Information Systems, Inc. (collectively “Toshiba”) and the plaintiff class representatives (“Plaintiffs”), both individually and on behalf of a certified class of direct purchasers of TFT-LCD Products (the “Class”) that purchased TFT-LCD Products in the United States at any time during the period beginning January 1, 1999 and continuing through December 31, 2006 (the “Class Period”), as more particularly defined in Section A of this Agreement.

WHEREAS, the first class action complaints were filed against Toshiba and others in December 2006;

WHEREAS, various motions to dismiss consolidated class action complaints were denied and extensive discovery was conducted;

WHEREAS, on March 28, 2010, the Court certified two classes in the Direct Purchaser Class Action, Master File No. 3:07-md-1827 SI (the “Action”) in *In re TFT-LCD (Flat Panel) Antitrust Litigation*, MDL No. 1827 (N.D. Cal.);

WHEREAS, the Court denied various motions for summary judgment by Toshiba and the case proceeded to trial;

WHEREAS, a trial in which Plaintiffs sought actual damages of \$867 million and trebled damages of approximately \$2.6 billion commenced on May 21, 2012;

WHEREAS, on June 19, 2012, after the close of Plaintiffs' evidence, Toshiba made a motion for judgment as a matter of law ("JMOL"), which has not been ruled on by the Court;

WHEREAS, on June 28, 2012, at the close of all evidence, Toshiba made another motion for JMOL, which the Court conditionally denied "at this time";

WHEREAS, on July 3, 2012, a jury returned a special verdict in favor of Plaintiffs;

WHEREAS, the jury found that Toshiba knowingly participated in a conspiracy to fix, raise, maintain, or stabilize the price of TFT-LCD panels in violation of Section 1 of the Sherman Act;

WHEREAS, the jury found that Plaintiffs suffered damages of \$87 million as a result of their injuries;

WHEREAS, the Court has not approved the jury's special verdict or entered any judgment in the Action;

WHEREAS, Toshiba has the right and expectation to renew its motions for JMOL in the event that the Court approves the jury's findings and enters judgment in favor of Plaintiffs;

WHEREAS, Toshiba contends that it has grounds to set off the compensatory damages awarded (even after trebling), set aside and vacate the special verdict, obtain judgment in favor of Toshiba and/or overturn on appeal any judgment in favor of Plaintiffs;

WHEREAS, Plaintiffs have conducted an investigation into the facts and the law regarding the Action, the pending JMOL motions, the post-trial motions, and the potential appeal, and have concluded that resolving their claims against Toshiba according to the terms set forth below is in the best interest of Plaintiffs and the Class;

WHEREAS, Toshiba, despite its good faith belief that it has grounds to set off the trebled compensatory damages award, set aside and vacate the special verdict, obtain judgment in favor

of Toshiba and/or have the verdict overturned on appeal, has nevertheless agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to obtain the release, orders, and judgment contemplated by this Agreement, and to put to rest with finality all claims that have been or could have been asserted against Toshiba based on the allegations of the Action, as more particularly set out below;

WHEREAS, Toshiba and Plaintiffs agreed to settlement terms proposed by Professor Eric Green, a neutral mediator administering court-ordered mediation;

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 Plaintiffs, the Class, Toshiba, and the undersigned that the Action be settled, compromised, and dismissed on the merits with prejudice as to Toshiba, as defined below, and except as hereinafter provided, without costs to Plaintiffs, the Class, or Toshiba, subject to the approval of the Court, on the following terms and conditions:

A. Definitions.

In addition to any definitions contained in the text of this Agreement, for purposes of this Agreement, the terms below will be defined as in this Section A.

1. The "Class" refers to the panel and finished products classes certified by the Court defined below:

Panel Class: All persons and entities who, between January 1, 1999 and December 31, 2006, directly purchased a TFT-LCD panel in the United States from any defendant or any subsidiary thereof, or any named affiliate or any named co-conspirator. 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.

Product Class: All persons and entities who, between January 1, 1999 and December 31, 2006, directly purchased a television, computer monitor, or notebook computer in the United States containing a TFT-LCD panel, from any defendant or any subsidiary thereof, or any named affiliate or any named coconspirator. 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.

2. The Class does not include persons and entities that opted out of the Litigation Panel Class and/or Litigation Product Class by January 4, 2011, as reflected in the list of opt-outs filed January 31, 2011 (Docket No. 2384), and does not include the Apple, Inc. entities noted in the Court's February 18, 2011 Order (Docket No. 2477).

3. "TFT-LCD Products" are defined to include both (i) thin-film transistor liquid crystal display ("TFT-LCD") panels of any kind including, without limitation, panels to be used in televisions, computer monitors, mobile telephones, digital cameras, DVD players, and notebook computers and (ii) televisions, computer monitors and notebook computers containing TFT-LCD panels.

4. "Toshiba Releasees" shall refer to Toshiba and to all of its respective past and present, direct and indirect, parent companies, subsidiaries, and affiliates, including, without limitation, entities wholly owned or majority owned, directly or indirectly, by the past and present, direct and indirect, parent companies of Toshiba; the predecessors, successors and assigns of any of the above; and each and all of the present and former principals, partners, officers, directors, supervisors, employees, representatives, insurers, attorneys, heirs, executors,

administrators, and assigns of each of the foregoing. Toshiba Releasees does not include any defendant, other than Toshiba and others identified in the immediately preceding sentence, who is named in the Action at any time before the execution of this Agreement. Each Toshiba Releasee is an intended beneficiary and shall have the full benefits of this Agreement, including, without limitation, those benefits set forth in Paragraphs 14 and 15 of this Agreement, even though the specific corporate or other name of each such Toshiba Releasee is not set forth herein.

5. "Class Member" means each person or entity in the Class.

6. "Releasers" shall refer to the Plaintiffs and Class Members, and to their past and present officers, directors, employees, agents, stockholders, attorneys, servants, representatives, parent companies, subsidiaries, affiliates, partners, insurers, and all other persons, partnerships, 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 any of the foregoing, and anyone claiming by or through them.

7. The "Settlement Fund" shall be thirty million U.S. dollars (\$30,000,000.00) in United States currency, plus accrued interest on said deposits once in escrow as set forth in Paragraph 18.

8. "Co-Lead Counsel" shall refer to the law firms of:

Pearson, Simon, Warshaw & Penny, LLP
44 Montgomery Street, Suite 2450
San Francisco, CA 94104
c/o Bruce L. Simon

Lieff, Cabraser, Heimann & Bernstein, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
c/o Richard M. Heimann

B. Approval Of This Settlement And Dismissal Of All Claims Against Toshiba.

9. Plaintiffs and Toshiba 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 Rule of Civil Procedure 23(e)) to secure the prompt, complete, and final dismissal with prejudice of the Action as to Toshiba.

10. Plaintiffs shall submit to the Court a motion for preliminary approval of the settlement and for authorization to disseminate notice of the settlement and final judgment contemplated by this Agreement to all Class Members (the "Motion"). If notice to the Class is given jointly with notice of any other class settlement, for purposes of Paragraph 19 below, the costs of notice and claims administration shall be prorated among the settlement funds established for other such settling defendants based on their respective settlement amounts. The Motion shall include (i) a proposed form of, method for, and date of dissemination of notice; and (ii) a proposed form of order. Plaintiffs' counsel ("Class Counsel") shall provide Toshiba with the text of the foregoing items (i) and (ii) before submission of the Motion and shall cooperate with Toshiba with respect to the contents of both documents. The proposed form of order shall include such provisions as are typical in such orders, including (a) a finding that the proposed plan of notice complies with Rule 23 and the requirements of due process, and (b) a provision that if final approval of the settlement is not obtained, the settlement is null and void and the parties will revert to their positions *ex ante* without prejudice to their rights, claims or defenses. Notice to the Class may include individual mailed notice based on a class list developed by Co-Lead Counsel and notice by publication with all expenses paid from the Settlement Fund, subject to Paragraph 19. Plaintiffs acknowledge that Toshiba has previously supplied Co-Lead Counsel

with the names and addresses of potential Class Members reasonably available in Toshiba's sales database. The Motion shall recite and ask the Court to find that the proposed form of and method for dissemination of the notice of settlement constitutes valid, due, and sufficient notice to the Class, constitutes the best notice practicable under the circumstances, and complies fully with the requirements of Federal Rule of Civil Procedure 23 and due process.

11. Plaintiffs and Toshiba shall seek entry of an order and final judgment, the text of which shall be, to the extent applicable, similar to the order and final judgment entered with respect to the Direct Purchaser Class Action settlement with Epson as docket entry 2476, dated February 18, 2011, in the Action. The terms of the order and final judgment will include, at a minimum, the substance of the following provisions:

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

(b) finding that all Class Members shall be bound by this Agreement, including the release provisions and covenant not to sue set forth in this Agreement;

(c) vacating and setting aside the special verdict returned by the jury on July 3, 2012, such that it is null and void and without any force or effect;

(d) as to Toshiba, directing that the Action be dismissed with prejudice, and, except as provided for in this Agreement, without provision that Toshiba pay any attorneys' fees or costs;

(e) finding that the notice given constitutes due, adequate and sufficient notice and meets the requirements of due process and the Federal Rules of Civil Procedure;

(f) incorporating the release set forth in Paragraphs 14 and 15 of this Agreement, and forever barring the Releasers from asserting any claims or liabilities related to the Action or any Released Claims (as defined in Paragraph 14 of this Agreement) against any of the Toshiba Releasees;

(g) 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;

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

12. This Agreement shall become final when (i) the Court has entered a final order approving this Agreement under Federal Rule of Civil Procedure 23(e), and a final judgment dismissing the Action with prejudice as to Toshiba, without attorneys' fees or costs other than those provided for in this Agreement; and (ii) the time for appeal or to seek permission to appeal from the Court's approval of this Agreement and entry of a final judgment as to Toshiba described in (i) hereof has expired without appeal, or, if appealed, approval of this Agreement and the final judgment as to Toshiba have been affirmed in their entirety, or the appeal has otherwise been finally dismissed, by the court of last resort to which such appeal has been taken and such affirmance or dismissal has become no longer subject to further appeal or review. It is agreed that the provisions of Federal Rule of Civil Procedure 60 shall not be taken into account in determining the above-stated times. On the date that this Agreement is executed, Plaintiffs, the Class, and Toshiba shall be bound by its terms and this Agreement shall not be terminated or otherwise rescinded except in accordance with Paragraph 26 of this Agreement.

13. Neither this Agreement (whether or not it should become final), nor the final judgment, nor any and all negotiations, documents and discussions associated with them, shall be deemed or construed to be an admission by Toshiba (or the Toshiba Releasees) or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by Toshiba (or the Toshiba Releasees), or of the truth of any of the claims or allegations contained in any complaint or any other pleading filed by Plaintiffs in the Action, and evidence thereof shall not be discoverable or used directly or indirectly, in any way, whether in the Action or in any other action or proceeding. Neither this Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any other action taken to carry out this Agreement by any of the settling parties shall be referred to, offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceedings, except in a proceeding to enforce this Agreement, or defend against the assertion of Released Claims, or as otherwise required by law. This Paragraph 13 shall survive the termination or rescission of this Agreement for any reason.

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

14. In addition to the preclusive effect of any final judgment entered in accordance with this Agreement, upon this Agreement becoming final as set out in Paragraph 12 of this Agreement, and in consideration of payment of the Settlement Consideration, as specified in Paragraph 17 of this Agreement, and for other good and valuable consideration, the Releasers hereby completely release, acquit, and forever discharge the Toshiba Releasees from any and all claims, demands, judgments, actions, suits, and/or causes of action, whether class, individual, or otherwise (whether or not any Class Member has objected to the settlement or makes a claim upon or participates in the Settlement Fund, whether directly, representatively, derivatively, or in

any other capacity), that Releasors, or any of them, ever had, now has, or hereafter can, shall, or may have on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected and unsuspected injuries, damages, and consequences in any way arising out of or in any way relating to any act or omission of the Toshiba Releasees (or any of them) concerning the purchase, manufacture, supply, distribution, marketing, sale or pricing of TFT-LCD Products up to the date of execution of this Agreement, including but not limited to any conduct alleged, and causes of action asserted or that could have been alleged or asserted, in class action complaints filed in this Action, such as those arising under common law or any federal, state or foreign antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, consumer protection or deceptive trade practice law (the "Released Claims"). Releasors shall not, after the date of this Agreement, sue or otherwise seek to establish liability against any Toshiba Releasee based, in whole or in part, upon any of the Released Claims or conduct at issue in the Released Claims. Further, the release, discharge, and covenant not to sue set forth in this Paragraph 14 includes only direct-purchaser claims. The release, discharge, and covenant not to sue does not, and shall not be construed to, effect a release of claims (a) that have been alleged and/or settled in the Indirect Purchaser Class Action, Master File No. 3:07-md-1827 SI in *In re TFT-LCD (Flat Panel) Antitrust Litigation*, MDL No. 1827 (N.D. Cal.) by indirect purchaser plaintiffs on their own behalf and on behalf of the Indirect Purchaser Class, or (b) that are being prosecuted and/or that were settled by Attorneys General of the various states in related actions pending in this and other courts.

15. In addition to the provisions of Paragraph 14 of this Agreement, Releasors hereby expressly waive and release, upon this Agreement becoming final, any and all provisions, rights, and benefits conferred by (a) § 1542 of the California Civil Code, which states:

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

or (b) any law or common law principle of any state or territory of the United States, or any other jurisdiction, which is similar, comparable, or equivalent to § 1542 of the California Civil Code.

Each Releasor may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are the subject matter of the provisions of Paragraph 14 of this Agreement, but each Releasor hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming final, any known or unknown, suspected or unsuspected, contingent or non-contingent claim with respect to the subject matter of the provisions of Paragraph 14 of this Agreement, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

16. The release, discharge, and covenant not to sue set forth in Paragraph 14 of this Agreement does not include claims by any of the Class Members other than the Released Claims and does not include other claims, such as those solely arising out of product liability, 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 Released Claims include any breach of contract claim that arises in whole or in part out of allegations of an increase in price, stabilization of price, or reduction in decrease in price, or a reduction in output or quality, of TFT-LCD Products as a result of alleged anticompetitive conduct.

D. Settlement Consideration.

17. Subject to the provisions hereof, and in full, complete, and final settlement of the Action as provided herein, Toshiba shall pay a total of thirty million U.S. dollars (\$30,000,000.00), and no additional amount at any time, whether for wire transfer fees or bank fees of any kind associated with the wire transfer of funds, interest, notice, administration, costs, attorneys' fees, or otherwise, in United States currency, into an escrow account to be administered in accordance with the provisions of Paragraph 18 of this Agreement (the "Escrow Account"), as follows: Toshiba shall make payment of thirty million U.S. dollars (\$30,000,000.00) into the Escrow Account within fourteen (14) business days after the Court grants preliminary approval of this settlement. This payment will constitute the Settlement Fund, which will not be reduced by any settlement between Toshiba and a particular Class Member nor by any request for exclusion.

18. Escrow Account.

(a) An Escrow Account has been established at Wells Fargo Bank, National Association, with such Bank serving as escrow agent ("Escrow Agent"). Such escrow 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 or fully insured by the United States Government or any agency thereof, or money market funds invested substantially in such instruments, and shall reinvest any income from these instruments and the proceeds from these instruments as they mature in similar instruments at their then current market rates.

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

(d) Plaintiffs and Toshiba 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 18 including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

(e) For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” shall be the Escrow Agent. The Escrow Agent shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including without limitation the returns described in Treas. Reg. § 1.468B-2(k)(1)). Such returns (as well as the election described in Paragraph 18(d)) shall be consistent with Paragraph 18(d) and in all events shall reflect that all Taxes, as defined below (including any estimated Taxes, interest, or penalties), on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in Paragraph 18(f) hereof.

(f) 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 Toshiba or any other Toshiba Releasee with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes (“Taxes”); and (ii) expenses and costs incurred in connection with the operation and implementation of Paragraphs 18(d) through 18(f) (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Paragraph 18(f) (“Tax Expenses”).

(g) Neither Toshiba nor any other Toshiba Releasee nor their respective counsel shall have any liability or responsibility for the Taxes or Tax Expenses or for obtaining or maintaining the tax status desired for 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 Toshiba nor any other Toshiba Releasee is responsible nor shall they have any liability therefore. Plaintiffs and Toshiba 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 18(d) through 18(f).

(h) If this Agreement does not receive final Court approval, then all amounts paid by Toshiba into the Settlement Fund (other than any notice costs expended in accordance with Paragraph 19) shall be promptly returned to Toshiba from the Escrow Account by the Escrow Agent along with any interest accrued thereon.

19. Payment of Expenses.

(a) Subject to the provisions of Paragraph 10, Toshiba agrees to permit use of a maximum of \$400,000 of the Settlement Fund towards notice to the Class and administration costs. No more than \$400,000 from the Settlement Fund shall be used for those purposes, nor shall any overage in notice and administration costs increase the amount of Settlement Consideration beyond the amount stated in Paragraph 17. Funds expended pursuant to this paragraph for notice and claims administration may be paid without prior approval from the Court and are not recoverable if this settlement does not become final. If this Agreement becomes final within the meaning of Paragraph 12, while there may be payments made out of the Settlement Fund pursuant to this Paragraph 19(a) or pursuant to Paragraph 23 below, neither Toshiba nor any of the other Toshiba Releasees under this Agreement shall be liable for any of the costs or expenses of the litigation or settlement of the Action, including attorneys' fees, escrow fees, other fees and expenses of expert witnesses and consultants, and costs and expenses associated with discovery, motion practice, hearings before the Court or any Special Master, appeals, trials or negotiation of other settlements, or Class administration.

(b) Co-Lead Counsel shall use their reasonable best efforts to provide a single notice of this settlement and Plaintiffs' settlement with AU Optronics Corporation and AU Optronics Corporation America to prospective Class Members.

E. The Settlement Fund.

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

21. After this Agreement becomes final within the meaning of Paragraph 12, the Settlement Fund shall be distributed in accordance with the plan to be submitted at the appropriate time by Plaintiffs, subject to approval by the Court. In no event shall any Toshiba Releasee have any responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, or administration of the Settlement Fund, including, but not limited to, the allocation of settlement amounts among the Class Members or the costs and expenses of such distribution and administration, with the sole exception of the provisions set forth in Paragraph 19 of this Agreement.

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

23. Class Counsel's Attorneys' Fees And Reimbursement of Expenses.

(a) Class Counsel may submit an application or applications to the Court (the "Fee and Expense Application") for distribution to them from the Settlement Fund, and Toshiba shall not oppose such application, for: (i) an award of attorneys' fees not in excess of one-third of the Settlement Fund; plus (ii) reimbursement of expenses and costs incurred, or to be incurred, in connection with prosecuting the Action, plus interest on such attorneys' fees,

costs, and expenses at the same rate and for the same period as earned by the Settlement Fund (until paid) as may be awarded by the Court (the "Fee and Expense Award"). At Co-Lead Counsel's election, the Fee and Expense Award, as approved by the Court, may be paid from the Settlement Fund at any time after the Fee and Expense Award is entered by the Court, regardless of the existence of any objections, potential for appeal therefrom, or collateral attack on the settlement or the Fee and Expense Award, or any part thereof. Co-Lead Counsel may thereafter allocate the attorneys' fees among Class Counsel in a manner in which they in good faith believe reflects the contributions of such counsel to the prosecution and resolution of the Action.

(b) In the event the settlement is reversed on appeal or the awards of attorneys' fees and reimbursement of costs are reduced on appeal, any Class Counsel that received awards of fees and/or reimbursement of costs that are subject to reduction shall within (10) business days from receiving notice of the applicable court order refund to the Settlement Fund the fees, expenses and costs paid to them from the Settlement Fund plus interest thereon at the same rate(s) as earned on the Settlement Fund in an amount consistent with such reversal or modification. Class Counsel and their respective law firms shall be jointly and severally liable to each other, but not to any other Class Counsel or law firm, for such repayment. Each such Class Counsel's law firm, as a condition of receiving such fees, expenses, and costs, shall provide Co-Lead Class Counsel and Toshiba with a written undertaking, signed by the law firm on behalf of itself and its equity partners and/or shareholders, acknowledging and agreeing to its obligations and potential liabilities under this Paragraph 23(b) and agreeing to the jurisdiction of the Court for the purpose of enforcing this Paragraph 23(b). Toshiba shall be entitled to enforce this Paragraph 23(b) in this Court, and shall be entitled to recover reasonable attorneys' fees and costs incurred in obtaining repayment under this Paragraph 23(b) only from such Class Counsel

and their respective law firms that wrongfully withhold repayment. The written undertaking referred to in this Paragraph 23(b) shall contain an express acknowledgement of and agreement to Toshiba's rights under the sentence immediately preceding this one. Class Counsel reserve the right to make additional applications for fees, expenses and costs incurred. In no event shall Toshiba or any other Toshiba Releasee be responsible to pay any such additional fees, expenses, costs, and interest, except in the sense that they are paid out of the Settlement Fund.

(c) The procedures for and the allowance or disallowance by the Court of the application by Class Counsel for attorneys' fees, costs and expenses to be paid out of the Settlement Fund are not part of this Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. Any order or proceeding relating to the Fee and Expense Application, or any appeal from any such order, shall not operate to terminate or cancel this Agreement, affect or delay the finality of the judgment approving settlement, or affect or delay the payment of the Fee and Expense Award as provided in paragraph 23(a) above.

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

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

F. Confidentiality.

24. In accordance with Paragraph 11 of the Stipulated Protective Order entered by the Court on December 10, 2007, Co-Lead Counsel agrees to return to Toshiba's counsel, or destroy, within thirty (30) days of final termination of the Action, including any appeals, all discovery materials designated by Toshiba as "Protected Materials," as that term is defined in the Stipulated Protective Order.

25. Plaintiffs, Co-Lead Counsel, or any other Class Counsel shall not (a) issue any press release, article, website posting, blog or make any similar disclosure to any media outlet of any kind regarding any term(s) of this Agreement other than the monetary settlement amount and the approval schedule, or (b) disclose negotiations or mediation proceedings (if any) which may have culminated in this Agreement or any facts or allegations underlying Plaintiffs' claims against Toshiba. This provision shall survive the termination or rescission of this Agreement.

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

26. If the Court refuses to approve this Agreement or any part thereof, or if such approval is modified 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 not affirmed in its entirety, then Toshiba and the Plaintiffs, if aggrieved, shall each, in their sole discretion, exercised in good faith, have the option to terminate this Agreement in accordance with Paragraph 27. Written notice of the exercise of any such right to terminate shall be made within thirty (30) days of the event triggering the right to rescind and such notice shall be made according to the terms of Paragraph 37. A modification on appeal of any amount of Class Counsel's fees and expenses awarded by the Court from the Settlement

Fund, or of the allocation of the Settlement Fund as between Class Members, shall not be deemed a modification of all or a part of the terms of this Agreement or such final judgment. For the avoidance of doubt, any order of the Court that (a) narrows or does not approve the scope of the release and covenant not to sue contemplated by this settlement, (b) purports to impose additional material obligations on Toshiba, or (c) declines to enter a final judgment that meets the minimum requirements set forth in Paragraph 11 of this Agreement, or any order on review or appeal that would have the foregoing effects, except as otherwise agreed to in writing by Toshiba, constitutes a failure to grant final approval of this Agreement and confers on Toshiba the right to terminate provided by this Paragraph 26.

27. In the event that either party elects to terminate this Agreement pursuant to Paragraph 26, then, except as expressly provided in this Agreement (such as in Paragraphs 13, 18(h), 23(b), 25 and 26), this Agreement shall thereupon terminate and be of no further force or effect and any and all parts of the Settlement Fund caused to be deposited in the Escrow Account (including interest earned thereon) shall be returned forthwith to Toshiba less only disbursements made for Class notice and claims administration as set forth in Paragraph 19 but with no deduction for escrow fees. Plaintiffs and Toshiba expressly reserve all of their rights if this Agreement terminates. Further, and in any event, Plaintiffs and Toshiba agree that this Agreement 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 Toshiba or the Toshiba Releasees.

28. 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 Toshiba Releasee as provided in this Agreement.

29. The parties to this Agreement contemplate and agree that, prior to final approval of the settlement as provided for in Paragraph 12 of this Agreement, appropriate notice of (a) the settlement, and (b) a hearing at which the Court will consider the approval of this Settlement Agreement, will be given to Class Members.

H. Miscellaneous.

30. This Agreement does not settle or compromise any claim by Plaintiffs or any Class Member asserted in the Action against any defendant or alleged co-conspirator other than the Toshiba Releasees. All rights against such other defendants or alleged co-conspirators other than the Toshiba Releasees are specifically reserved by Plaintiffs and the Class. Toshiba's sales to the Class shall not be removed from the Action for purpose of determining membership in the Class and damages allegedly suffered.

31. This Agreement shall not affect whatever rights Releasors or any of them may have (i) to seek damages or other relief from any person or entity other than the Toshiba Releasees, with respect to any purchases of TFT-LCD Products that are not subject to the antitrust laws of the United States; (ii) to participate in or benefit from, where appropriate, any relief or other recovery from any person or entity other than the Toshiba Releasees as part of a settlement or judgment in any action on behalf of any indirect purchasers of TFT-LCD Products; or (iii) to participate in or benefit from any relief or recovery as part of a judgment or settlement in this Action against any other party named as a defendant (other than a Toshiba Releasee).

32. The United States District Court for the Northern District of California shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of this Agreement that is not

resolved by negotiation and agreement by Plaintiffs and Toshiba. This Agreement shall be governed by and interpreted according to the substantive laws of the State of California without regard to its choice of law or conflict of laws principles.

33. This Agreement and attachment hereto constitutes the entire, complete, and integrated agreement among Plaintiffs, the Class, and Toshiba pertaining to the settlement of the Action against Toshiba, and supersedes all prior and contemporaneous undertakings of Plaintiffs, the Class, and Toshiba in connection herewith. This Agreement may not be modified or amended except in writing executed by Plaintiffs and Toshiba; after the Agreement is approved by the Court, it may not be modified except in writing executed by Plaintiffs, and Toshiba and approved by the Court.

34. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Releasors and the Toshiba Releasees. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by Plaintiffs or Co-Lead Counsel shall be binding upon all Class Members and Releasors. The Toshiba Releasees (other than Toshiba, which is a party hereto) are intended third-party beneficiaries of this Agreement and are authorized to enforce its terms applicable to them, even though the specific corporate or other names of the Toshiba Releasees (other than Toshiba) are not set forth in this Agreement.

35. This Agreement may be executed in counterparts by Plaintiffs' Co-Lead Counsel and Toshiba, and a facsimile or scanned signature shall be deemed an original signature for purposes of executing this Agreement.

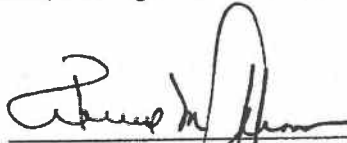
36. Neither Plaintiffs nor Toshiba shall be considered the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of

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

37. Where this Agreement requires either party to provide notice or any other communication or document to the other, such notice shall be in writing, and such notice, communication, or other document shall be provided by email or letter by overnight delivery to the counsel of record for Toshiba or Plaintiffs' Co-Lead Counsel, respectively, the party to whom notice is being provided.

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

Dated: September 10, 2012



Richard M. Heimann
Lief, Cabraser, Heimann & Bernstein, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111

*Co-Lead Counsel and Attorneys for Plaintiffs
and the Class*

Dated: September ____, 2012

Bruce L. Simon
Pearson, Simon, Warshaw & Penny, LLP
44 Montgomery Street, Suite 2450
San Francisco, CA 94104

*Co-Lead Counsel and Attorneys for Plaintiffs
and the Class*

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

37. Where this Agreement requires either party to provide notice or any other communication or document to the other, such notice shall be in writing, and such notice, communication, or other document shall be provided by email or letter by overnight delivery to the counsel of record for Toshiba or Plaintiffs' Co-Lead Counsel, respectively, the party to whom notice is being provided.


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

Dated: September ____, 2012

Richard M. Heimann
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