



protracted litigation, and to obtain the releases, orders, and judgment contemplated by this Agreement, and to put to rest with finality all claims that have been or could have been asserted against them, based on the allegations of the Action, as more particularly set out below;

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is agreed by and among the undersigned that the Action be settled, compromised, and dismissed on the merits with prejudice as to the Releasees, as defined below, and except as hereinafter provided, without costs as to Plaintiffs, the Class, or Settling Defendants, subject to the approval of the Court, on the following terms and conditions:

A. Definitions.

1. For purposes of this Agreement, “the Class” and “Class Period” are defined as follows:

“All individuals and entities who, during the period from January 1, 2004 through December 31, 2011 (the “Class Period”), purchased Optical Disk Drives and Optical Disk Drive Devices in the United States directly from the Defendants, their subsidiaries, or their affiliates. Excluded from the Class are defendants and their parents, subsidiaries, affiliates, and all governmental entities.”

The parties to this Agreement hereby stipulate for purposes of this settlement only that the requirements of Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure are satisfied.

2. For purposes of this Agreement, “Optical Disk Drives” or “ODDs” shall mean any device which reads and/or writes data from and to an optical disk, including but not limited to, CD-ROMS, CD-recordable/rewritable, DVD-ROM, DVD-recordable/rewritable, Blu-Ray, Blu-Ray recordable/rewritable, HD-DVD, Super Multi-Drives and other combination drives, and optical disk drives designed to be attached externally to computers or other devices. “Optical Disk Drive Devices” or “ODD Devices” shall mean devices incorporating ODDs including but not limited to desktop computers, mobile/laptop computers, videogame consoles, CD players/recorders, DVD players/recorders, and Blu-Ray disc players/recorders.

3. "Releasees" shall refer to the entities that are referred to collectively as (1) "LG" in paragraph 37 of the Second Consolidated Direct Purchaser Class Action Complaint; (2) "Hitachi" in paragraph 38 of the Second Consolidated Direct Purchaser Class Action Complaint; and (3) "HLDS" in paragraph 44 of the Second Consolidated Direct Purchaser Class Action Complaint; and to all of their respective past and present, direct and indirect, parents, subsidiaries, joint ventures, and affiliates, and all of their respective past and present, direct and indirect, parents, subsidiaries, affiliates, unincorporated entities, divisions, and groups; the predecessors, successors and assigns of any of the above; and each and all of the present and former principals, partners, officers, directors, supervisors, employees, agents, representatives, insurers, attorneys, heirs, executors, administrators, and assigns of each of the foregoing. "Releasees" does not include any defendant in the Action ("Defendant") other than those entities defined in the Second Consolidated Direct Purchaser Class Action Complaint as "LG", "Hitachi", or "HLDS".

4. "Class Member" means each member of the Class who has not timely elected to be excluded from the Class.

5. "Releasers" shall refer to the direct-purchaser plaintiff Class representatives and the direct-purchaser plaintiff Class Members, and to their past and present officers, directors, employees, agents, stockholders, attorneys, servants, representatives, parents, subsidiaries, affiliates, partners, insurers and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and the predecessors, successors, heirs, executives, administrators and assigns of any of the foregoing, as well as to anyone claiming by, for, or through the Releasers.

6. "The Settlement Fund" shall be \$26,000,000 specified in Paragraph 16 plus accrued interest on said deposits set forth in Paragraph 17.

7. "Chairman of Plaintiffs' Executive Committee" shall refer to the law firm of:

Guido Saveri  
R. Alexander Saveri  
Saveri & Saveri, Inc.  
706 Sansome Street  
San Francisco, CA 94111

**B. Approval of this Agreement and Dismissal of Claims Against Settling Defendants.**

8. Plaintiffs and Settling Defendants shall use their best efforts to effectuate this Agreement, including cooperating in seeking the Court's approval for the establishment of procedures (including the giving of class notice under Federal Rules of Civil Procedure 23(c) and (e)) to secure the prompt, complete, and final dismissal with prejudice of the Action as to the Releasees only.

9. Plaintiffs shall submit to the Court a motion for authorization to disseminate notice of the settlement and final judgment contemplated by this Agreement to all Class members identified by the parties (the "Motion"). If notice to the Class is given jointly with any other settling defendant, for purposes of Paragraph 19 below, the costs of notice and claims administration shall be prorated with any other such defendant based on their respective settlement amounts. The Motion shall include (i) a proposed form of, method for, and date of dissemination of notice; and (ii) a proposed form of order. The text of the foregoing items (i) and (ii) shall be agreed upon by Plaintiffs and Settling Defendants before submission of the Motion, with the understanding that, among other things, individual notice of the settlement shall be mailed by regular mail or email, with appropriate notice by publication, with all expenses paid from the Settlement Fund subject to Paragraph 19(a). The Motion shall recite and ask the Court to find that the mailing of the notice of settlement to all members of the Class who can be identified upon reasonable effort constitutes valid, due and sufficient notice to the Class, constitutes the best notice practicable under the circumstances, and complies fully with the requirements of Federal Rule of Civil Procedure 23.

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

- a. certifying the Class described in Paragraph 1, pursuant to Rule 23 of the Federal Rules of Civil Procedure, solely for purposes of this settlement as a settlement class;
- b. as to the Action, approving finally this settlement and its terms as being a fair, reasonable and adequate settlement as to the Class

Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation according to its terms;

- c. as to the Releasees, directing that the Action be dismissed with prejudice and, except as provided for in this Agreement, without costs;
- d. reserving exclusive jurisdiction over the settlement and this Agreement, including the administration and consummation of this settlement, to the United States District Court for the Northern District of California; 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 the Releasees shall be final.

11. This Agreement shall become final when (i) the Court has entered a final order certifying the Class described in Paragraph 1 and approving this Agreement under Federal Rule of Civil Procedure 23(e) and a final judgment dismissing the Action with prejudice as to Releasees against all Class Members and without costs other than those provided for in this Agreement, and (ii) the time for appeal or to seek permission to appeal from the Court's approval of this Agreement and entry of a final judgment as to Releasees described in (i) hereof has expired or, if appealed, approval of this Agreement and the final judgment as to Releasees have been affirmed in their entirety by the Court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review. It is agreed that the provisions of Rule 60 of the Federal Rules of Civil Procedure shall not be taken into account in determining the above-stated times. On the date that Plaintiffs and Settling Defendants have executed this Agreement, Plaintiffs and Settling Defendants shall be bound by its terms and this Agreement shall not be rescinded except in accordance with Paragraphs 17(h), 18(a), 28, or 29 of this Agreement.

12. Neither this Agreement (whether or not it should become final) nor the final judgment, nor any and all negotiations, documents and discussions associated with them, shall be deemed or construed to be an admission by Settling Defendants (or the Releasees) or evidence of any violation of any statute or law or of any liability or

wrongdoing whatsoever by Settling Defendants (or the Releasees), or of the truth of any of the claims or allegations contained in any complaint or any other pleading filed 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 Defendants or Releasees shall be referred to, offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceedings, except in a proceeding to enforce this Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law.

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

13. In addition to the effect of any final judgment entered in accordance with this Agreement, upon this Agreement becoming final as set out in Paragraph 11 of this Agreement, and in consideration of payment of the Settlement Amount, as specified in Paragraph 16 of this Agreement, and for other good and valuable consideration, the Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, judgments, actions, suits, causes of action, whether class, individual, or otherwise (whether or not any Class Member has objected to the settlement or makes a claim upon or participates in the Settlement Fund, whether directly, representatively, derivatively, or in any other capacity) that Releasors, or each of them, ever had, now has, or hereafter can, shall, or may have on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected injuries, damages, and consequences thereof in any way arising out of or relating in any way to any act or omission of the Releasees (or any of them) or any other entity concerning the manufacture, supply, distribution, sale or pricing of ODDs or ODD Devices 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 complaints filed in this Action, including those arising under any federal, state, or foreign antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, unjust enrichment, contract, or trade practice law (the "Released Claims"), except as set forth in paragraph 15 below. However, the Released Claims shall not preclude Plaintiffs from pursuing any and all of their claims against other defendants, excepting the Releasees, for the sale of ODDs or ODD Devices by those other defendants, or any subsidiary or affiliate thereof, or their

co-conspirators, again excepting the Releasees. Releasors shall not, after the date of this Agreement, sue or otherwise seek to establish liability against any Releasee based, in whole or in part, upon any of the Released Claims or conduct at issue in the Released Claims.

14. In addition to the provisions of Paragraph 13 of this Agreement, Releasors hereby expressly waive and release, upon this Agreement becoming final, any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code, which states:

CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE.  
A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS 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 by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. Each Releasor may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are the subject matter of the provisions of Paragraph 13 of this Agreement, but each Releasor hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming final, any known or unknown, suspected or unsuspected, contingent or non-contingent claim with respect to the subject matter of the provisions of Paragraph 13 of this Agreement, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

15. The release, discharge, and covenant not to sue set forth in Paragraph 13 of this Agreement does not include claims by any of the Class Members other than the Released Claims and does not include other claims, such as those solely arising out of product liability, personal injury, breach of contract claims not related to the subject matter of the Action in the ordinary course of business not covered by the Released Claims. In addition, claims for indirect purchases for the Class Members' own use, and not for resale, under state law are not Released Claims.

D. Settlement Amount.

16. Subject to the provisions hereof, and in full, complete and final settlement of the Action as provided herein, Settling Defendants shall pay the Settlement Amount of \$26,000,000 in United States Dollars (the "Settlement Amount"). The Settlement Amount shall be paid into an escrow account in United States Dollars to be administered in accordance with the provisions of Paragraph 17 of this Agreement (the "Escrow Account") thirty (30) days after execution of this Agreement.

17. Escrow Account.

(a) The Escrow Account will be established at Citibank, N.A. — Citi Private Bank, San Francisco, California, with such Bank serving as escrow agent ("Escrow Agent") subject to escrow instructions mutually acceptable to the Chairman of Plaintiffs' Executive Committee and Settling Defendants, such escrow to be administered under the Court's continuing supervision and control.

(b) The Escrow Agent shall cause the funds deposited in the Escrow Account to be invested in short-term instruments backed by the full faith and credit of the United States Government or fully insured in writing by the United States Government, or money market funds rated Aaa and AAA, respectively by Moody's Investor Services and Standard and Poor's, invested substantially in such instruments, and shall reinvest any income from these instruments and the proceeds of these instruments as they mature in similar instruments at their then current market rates.

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

(d) Plaintiffs and Settling Defendants agree to treat the Settlement Fund as being at all times a qualified settlement fund within the meaning of Treas. Reg. §1.468B-1. In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph 17, including the relation-back election (as defined in Treas. Reg. §1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the



necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

(e) For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated there under, the administrator shall be the Escrow Agent. The Escrow Agent shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including without limitation the returns described in Treas. Reg. § 1.468B-2(k)(1)). Such returns (as well as the election described in Paragraph 17(d)) shall be consistent with Paragraph 17(d) and in all events shall reflect that all Taxes, as defined below (including any estimated Taxes, interest or penalties), on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in Paragraph 17(f) hereof

(f) All (i) taxes (including any estimated taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any taxes or tax detriments that may be imposed upon Settling Defendants or any other Releasee with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a qualified settlement fund for federal or state income tax purposes ("Taxes"); and (ii) expenses and costs incurred in connection with the operation and implementation of Paragraphs 17(d) through 17(f) (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Paragraph 17(f) ("Tax Expenses")), shall be paid out of the Settlement Fund.

(g) Neither Settling Defendants nor any other Releasee nor their respective counsel shall have any liability or responsibility for the Taxes or the Tax Expenses. Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the Court and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to any claimants authorized by the Court any funds necessary to pay such amounts including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)). Neither Settling Defendants nor any other Releasee is responsible nor shall they have any liability therefore. Plaintiffs and Settling Defendants agree to cooperate with the Escrow

Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of Paragraphs 17(d) through 17(f).

(h) If this Agreement does not receive final Court approval, including final approval of "the Class" as defined herein or if the Action is not certified as a class action for settlement purposes, then all amounts paid by Settling Defendants into the Settlement Fund (other than costs expended in accordance with Paragraph 19(a)) shall be returned to Settling Defendants from the Escrow Account by the Escrow Agent along with any interest accrued thereon within thirty (30) calendar days.

#### 18. Exclusions.

(a) Within ten (10) business days after the end of the period to request exclusion from the Class, Chairman of Plaintiffs' Executive Committee will cause copies of timely requests for exclusion from the Class to be provided to counsel for Settling Defendants. To the extent that Settling Defendants determine in good faith that their sales and the Releasees' sales of ODDs or ODD Devices during the Class Period to the potential members of the Class (or any of them) who have requested exclusion from the Class represent an amount of sales equal to or greater than 70% of the aggregate sales of ODDs and ODD Devices by the Settling Defendants and the Releasees in the United States during the Class Period, Settling Defendants may terminate the Agreement within thirty (30) days of receipt of the list of exclusions.

(b) If Settling Defendants terminate this Agreement pursuant to Paragraph 18(a), then all amounts paid by Settling Defendants into the Settlement Fund (other than notice costs expended in accordance with Paragraph 19(a)) shall be returned to Settling Defendants from the Escrow Account by the Escrow Agent along with any interest accrued thereon within thirty (30) calendar days.

(c) With respect to any potential Class member who requests exclusion from the Class, Settling Defendants reserve all of their legal rights and defenses, including, but not limited to, any defenses relating to whether the excluded Class member is a direct purchaser of any allegedly price fixed product and/or has standing to bring any claim.

#### 19. Payment of Expenses.

(a) Settling Defendants agree to permit use of a maximum of \$300,000 of the

Settlement Fund towards notice to the class and the costs of administration of the Settlement Fund set forth in Paragraph 17. The \$300,000 in notice and administration expenses are not recoverable if this settlement does not become final to the extent such funds are expended for notice and administration costs. Other than as set forth in this Paragraph 19(a), neither Settling Defendants nor any of the other Releasees under this Agreement shall be liable for any of the costs or expenses of the litigation of the Action, including attorneys' fees; fees and expenses of expert witnesses and consultants; and costs and expenses associated with discovery, motion practice, hearings before the Court or any Special Master, appeals, trials or the negotiation of other settlements, or for Class administration and costs.

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

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

E. The Settlement Fund.

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

21. After this Agreement becomes final within the meaning of Paragraph 11, the Settlement Fund shall be distributed in accordance with a plan to be submitted at the appropriate time by Plaintiffs, subject to approval by the Court. In no event shall any Releasee have any responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, or administration of the Settlement Fund, including, but not limited to, the costs and expenses of such distribution and administration, with the sole exception of the provisions set forth in Paragraph 19(a) of this Agreement.

22. Plaintiffs and Class Counsel shall be reimbursed and indemnified solely out of the Settlement Fund for all expenses. The Releasees shall not be liable for any costs, fees, or expenses of any of Plaintiffs' or the Class' respective attorneys,

experts, advisors, agents, or representatives, but all such costs, fees, and expenses as approved by the Court shall be paid out of the Settlement Fund.

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

(a) Class Counsel may submit an application or applications to the Court (the "Fee and Expense Application") for distribution to them from the Settlement Fund and Settling Defendants shall not oppose such application for: (i) an award of attorneys' fees not in excess of one-third of the settlement fund; plus (ii) reimbursement of expenses and costs incurred in connection with prosecuting the Action, plus interest on such attorneys' fees, costs and expenses at the same rate and for the same period as earned by the Settlement Fund (until paid) as may be awarded by the Court (the "Fee and Expense Award"). Class Counsel reserve the right to make additional applications for fees and expenses incurred, but in no event shall Releasees be responsible to pay any such additional fees and expenses except to the extent they are paid out of the Settlement Fund.

(b) The Fee and Expense Award, as approved by the Court, shall be paid solely from the Settlement Fund. After this Agreement becomes final within the meaning of Paragraph 11, the Fee and Expense Award shall be paid to the Chairman of Plaintiffs' Executive Committee within ten (10) business days. The Chairman of Plaintiffs' Executive Committee shall allocate the attorneys' fees among Class Counsel in a manner which it in good faith believe reflects the contributions of such counsel to the prosecution and settlement of the Action.

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

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

F. Production of Witnesses

24. Settling Defendants shall have the obligations as set forth specifically below:

Settling Defendants agree to use reasonable efforts to make available for depositions and testimony at trial, via videoconference or at a mutually agreed upon location or locations (except for testimony at hearings or trial, which shall be at the United States Courthouse of the United States District Court for the Northern District of California), and at their own expense up to six (6) persons, which may consist of current directors, officers, and/or employees (or former directors, officers and/or employees, if such former employees agree to cooperate) whom the Chairman of Plaintiffs' Executive Committee reasonably and in good faith believes to have knowledge regarding the competitor meetings alleged in the Second Consolidated Direct Purchaser Class Action Complaint. Depositions shall be administered according to the rules and limitations of the Federal Rules of Civil Procedure and the local rules of the United States District Court for the Northern District of California, regardless of the location at which they take place or the citizenship of the deponent. Settling Defendants agree to bear reasonable travel expenses incurred by their witnesses pursuant to this Paragraph. Settling Defendants also agree to use good faith efforts to obtain the cooperation of former directors, officers and/or employees, as part of the six (6) witnesses identified above, if Class Counsel asks Settling Defendants to include such individuals within their list of six (6). However, it is agreed that Settling Defendants do not have any obligation to make such efforts for any former employees that are currently employed by other non-settling Defendants. All depositions shall be scheduled in coordination with the other plaintiff actions pending in the MDL Action. Any depositions taken pursuant to this provision shall count against the total of fifteen (15) permitted of Settling Defendants pursuant to CMO 2 in this Action.

Settling Defendants agree to provide one or, if necessary, more witnesses for deposition, and, if necessary at trial, to provide information, to the best of their ability, with respect to their data regarding sales, pricing, production, capacity and cost of its ODDs and/or ODD Devices. In addition, Settling Defendants agree to provide one or, if necessary, more witnesses to establish, to the best of their ability, the foundation of any of their document or data the Chairman of Plaintiffs' Executive Committee identifies as necessary for summary judgment and/or trial. Any depositions taken pursuant to this provision shall count against the total of five (5) Rule 30(b)(6) depositions

permitted of the Settling Defendants pursuant to CMO 2 of this Action.

Nothing herein is intended to, or obligates Settling Defendants to, waive any privilege or immunity.

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

26. Except as provided in Paragraph 24 of this Agreement, Settling Defendants and Releasees need not respond to formal discovery from Plaintiffs or otherwise participate in the Action during the pendency of the Agreement; however, Settling Defendants shall produce to Plaintiffs all discovery produced to any other party during the pendency of the Action. Neither Settling Defendants nor Plaintiffs shall file motions against the other during the pendency of the Agreement. In the event that the Agreement is not approved by the Court, or otherwise terminates, Settling Defendants and Plaintiffs will each be bound by and have the benefit of any rulings made in the Action to the extent they would have been applicable to Settling Defendants or Plaintiffs had Settling Defendants been participating in the Action.

27. Settling Defendants and Plaintiffs agree not to disclose publicly or to any other defendant the terms of this Agreement until this Agreement is submitted to the Court for approval.

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

28. If the Court refuses to approve this Agreement or any part hereof, including if the Court does not certify a settlement class in accordance with the specific class definition set forth herein, or if such approval is modified or set aside on appeal, or if the Court does not enter the final judgment provided for in Paragraph 10 of this Agreement, or if the Court enters the final judgment and appellate review is sought, and on

such review, such final judgment is not affirmed in its entirety, then Settling Defendants and the Plaintiffs shall each, in their sole discretion, have the option to rescind this Agreement in its entirety. Written notice of the exercise of any such right to rescind shall be made according to the terms of Paragraph 39. A modification or reversal on appeal of any amount of Class Counsel's fees and expenses awarded by the Court from the Settlement Fund shall not be deemed a modification of all or a part of the terms of this Agreement or such final judgment.

29. In the event that this Agreement does not become final, then this Agreement shall be of no force or effect and any and all parts of the Settlement Fund caused to be deposited in the Escrow Account (including interest earned thereon) shall be returned forthwith to Settling Defendants less only disbursements made in accordance with Paragraph 19 of this Agreement. Settling Defendants expressly reserve all of their rights and defenses if this Agreement does not become final.

30. Further, and in any event, Plaintiffs and Settling Defendants 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 Settling Defendants (or Releasees), or of the truth of any of the claims or allegations contained in the complaint or any other pleading filed in the Action, or by any person or entity in any other 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.

31. 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 Releasee as provided in this Agreement.

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

H Miscellaneous.

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

34. The United States District Court for the Northern District of California shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of this Agreement that cannot be resolved by negotiation and agreement by Plaintiffs and Settling Defendants. This Agreement shall be governed by and interpreted according to the substantive laws of the State of California without regard to its choice of law or conflict of laws principles.

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

36. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Plaintiffs and Settling Defendants. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by Plaintiffs, Chairman of Plaintiffs' Executive Committee or Class Counsel shall be binding upon all Class Members and Releasees. The Releasees (other than Settling Defendants which are parties hereto) are third party beneficiaries of this Agreement and are authorized to enforce its terms applicable to them.

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



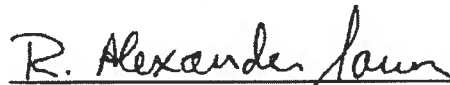
38. Neither Plaintiffs nor Settling Defendants shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

39. Where this Agreement requires either party to provide notice or any other communication or document to the other, such notice shall be in writing, and such notice, communication, or document shall be provided by facsimile or letter by overnight delivery to the undersigned counsel of record for the party to whom notice is being provided.

40. Plaintiffs shall sign the Stipulations of Dismissal attached hereto as Exhibits 1 and 2 (the "Stipulations"). LG Electronics, Inc., LG Electronics USA, Inc., and Hitachi, Ltd. shall sign the Stipulations, where indicated, as a condition of this Agreement.

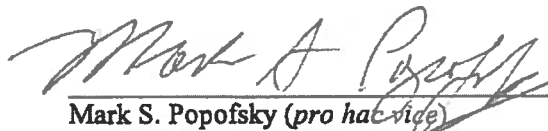
41. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement, subject to Court approval.

Dated: November 13, 2012



Guido Saveri  
R. Alexander Saveri  
**SAVERI & SAVERI, INC.**  
706 Sansome Street  
San Francisco, CA 94111  
Telephone: (415) 217-6810  
Facsimile: (415) 217-6813

**Chairman of Plaintiffs' Executive Committee**



Mark S. Popofsky (*pro hac vice*)  
**ROPES & GRAY LLP**  
One Metro Center  
700 12th Street NW, Suite 900  
Washington, DC 20005-3948  
Telephone: (202) 508-4600  
Facsimile: (202) 508-4650

**Attorneys for Defendants Hitachi-LG Data  
Storage, Inc.; and Hitachi-LG Data Storage  
Korea, Inc.**



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

<b>IN RE OPTICAL DISK DRIVE</b>	)	<b>Case No. 3:10-MD-2143-RS</b>
<b>PRODUCTS ANTITRUST LITIGATION</b>	)	
	)	<b>MDL 2143</b>
<b>THIS DOCUMENT RELATES TO:</b>	)	
<b>ALL DIRECT-PURCHASER ACTIONS</b>	)	

**STIPULATION OF DISMISSAL WITH PREJUDICE**

1. Pursuant to the settlement agreement entered into on November 13<sup>th</sup>, 2012, by and between Hitachi-LG Data Storage, Inc. and Hitachi-LG Data Storage Korea, Inc. (collectively “HLDS” or “Settling Defendants”) and the direct-purchaser plaintiffs’ representatives (“Plaintiffs”)(the “Settlement Agreement”), the Direct Purchaser Actions shall be dismissed with prejudice and without costs as to defendants LG Electronics, Inc. and LG Electronics USA, Inc. (collectively “LG Parties”) upon the Settlement Agreement becoming final pursuant to Paragraph 11 thereof.

2. Upon the Settlement Agreement becoming final pursuant to Paragraph 11 thereof, LG Parties agree as follows:

- (a) LG Parties agree to use reasonable efforts to make available for depositions and testimony at trial, via videoconference or at a mutually agreed upon location or locations (except for testimony at hearings or trial, which shall be at the United States Courthouse of the United States District Court for the Northern District of California), and at their own expense up to three (3) persons, who may consist of current directors, officers, and/or employees (or former directors, officers and/or employees, if such former employees agree to cooperate) whom the Chairman of Plaintiffs’ Executive Committee reasonably

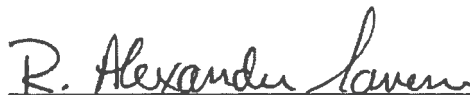
and in good faith believes to have knowledge regarding the competitor meetings alleged in the Second Consolidated Direct Purchaser Class Action Complaint. Upon the request of the LG Parties, the Chairman of Plaintiffs' Executive Committee shall disclose to the LG Parties the basis for his reasonable and good faith belief that an individual so requested has knowledge regarding the competitive meetings alleged in the Second Consolidated Direct Purchasers' Class Action Complaint. Any persons made available by the LG Parties for deposition or trial in connection with any remaining cases against them in this MDL Action shall count against the three (3) persons agreed to herein. Depositions shall be administered according to the rules and limitations of the Federal Rules of Civil Procedure and the local rules of the United States District Court for the Northern District of California, regardless of the location at which they take place or the citizenship of the deponent. LG Parties agree to bear reasonable travel expenses incurred by their witnesses pursuant to this Paragraph. LG Parties also agree to use good faith efforts to obtain the cooperation of former directors, officers and/or employees, as part of the three (3) witnesses identified above, if Class Counsel asks LG Parties to include such individuals within their list of three (3). However, it is agreed that LG Parties do not have any obligation to make such efforts for any former employees that are currently employed by other non-settling Defendants. All depositions shall be scheduled in coordination with the other plaintiff actions pending in the MDL Action. Any depositions taken pursuant to this provision shall count against the fifteen (15) permitted against the LG Parties pursuant to CMO 2 in this Action.

- (b) LG Parties agree to provide one or, if necessary, more witnesses for deposition, and, if necessary at trial, to provide information, to the best of their ability, with respect to their data regarding sales, pricing, production, capacity and cost of its ODDs and/or ODD Devices. In addition, LG Parties agree to provide one or, if necessary, more witnesses to establish, to the best of their ability, the foundation of any of their documents or data the Chairman of Plaintiffs' Executive Committee identifies as necessary for summary judgment and/or trial. Any depositions taken pursuant to this provision shall count

against the five (5) Rule 30(b)(6) depositions permitted against the LG Parties pursuant to CMO 2 in this Action.

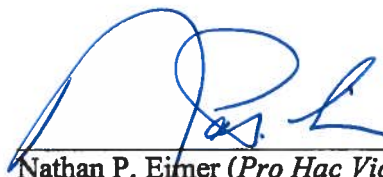
- (c) LG Parties shall produce to Plaintiffs all discovery produced to any other party during the pendency of the Action
- (d) Nothing herein is intended to, or obligates LG Parties to, waive any privilege or immunity.

Dated: November 13 2012



Guido Saveri  
R. Alexander Saveri  
**SAVERI & SAVERI, INC.**  
706 Sansome Street  
San Francisco, CA 94111  
Telephone: (415) 217-6810  
Facsimile: (415) 217-6813

**Chairman of Plaintiffs' Executive Committee**



Nathan P. Eimer (*Pro Hac Vice*)  
Vanessa G. Jacobsen (*Pro Hac Vice*)  
Arin C. Aragona (*Pro Hac Vice*)  
Ameri R. Klafeta (Bar No. 225859)  
**EIMER STAHL LLP**  
224 S. Michigan Avenue, Suite 1100  
Chicago, IL 60604  
Telephone: (312) 660-7600  
Fax: (312) 692-1718  
neimer@eimerstahl.com  
vjacobsen@eimerstahl.com  
aaragona@eimerstahl.com  
aklafeta@eimerstahl.com

**Attorneys for Defendants LG Electronics,  
Inc. and LG Electronics USA, Inc.**



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

<b>IN RE OPTICAL DISK DRIVE</b>	)	<b>Case No. 3:10-MD-2134 RS</b>
<b>PRODUCTS ANTITRUST LITIGATION</b>	)	
	)	<b>MDL 2134</b>
<b>THIS DOCUMENT RELATES TO:</b>	)	
<b>ALL DIRECT-PURCHASER ACTIONS</b>	)	

**STIPULATION OF DISMISSAL WITH PREJUDICE**

1. Pursuant to the settlement agreement entered into on November 13<sup>th</sup>, 2012, by and between Hitachi-LG Data Storage, Inc. and Hitachi-LG Data Storage Korea, Inc. (collectively "HLDS" or "Settling Defendants") and the direct-purchaser plaintiffs' representatives ("Plaintiffs")("Settlement Agreement"), the Direct Purchaser Actions, shall be dismissed with prejudice and without costs as to defendant Hitachi, Ltd. ("Hitachi") upon the Settlement Agreement becoming final pursuant to Paragraph 11 thereof.

2. Upon the Settlement Agreement becoming final pursuant to Paragraph 11 thereof, Hitachi agrees as follows:

- (a) Hitachi agrees to use reasonable efforts to make available for depositions and testimony at trial, via videoconference or at a mutually agreed upon location or locations (except for testimony at hearings or trial, which shall be at the United States Courthouse of the United States District Court for the Northern District of California), and at its own expense up to three (3) persons, who may consist of current directors, officers, and/or employees (or former directors, officers and/or employees, if such former employees agree to cooperate) whom the Chairman of Plaintiffs' Executive

Committee reasonably and in good faith believes to have knowledge regarding the competitor meetings alleged in the Second Consolidated Direct Purchaser Class Action Complaint. Upon the request of Hitachi, the Chairman of Plaintiffs' Executive Committee shall disclose to Hitachi the basis for his reasonable and good faith belief that an individual so requested has knowledge regarding the competitive meetings alleged in the Second Consolidated Direct Purchasers' Class Action Complaint. Any persons made available by Hitachi for deposition or trial in connection with any remaining cases against it in this MDL Action shall count against the three (3) persons agreed to herein. Depositions shall be administered according to the rules and limitations of the Federal Rules of Civil Procedure and the local rules of the United States District Court for the Northern District of California, regardless of the location at which they take place or the citizenship of the deponent. Hitachi agrees to bear reasonable travel expenses incurred by its witnesses pursuant to this Paragraph. Hitachi also agrees to use good faith efforts to obtain the cooperation of former directors, officers and/or employees, as part of the three (3) witnesses identified above, if Class Counsel asks Hitachi to include such individuals within their list of three (3). However, it is agreed that Hitachi does not have any obligation to make such efforts for any former employees that are currently employed by other non-settling Defendants. All depositions shall be scheduled in coordination with the other plaintiff actions pending in the MDL Action. Any depositions taken pursuant to this provision shall count against the total of fifteen (15) permitted against Hitachi pursuant to CMO 2 in this Action.

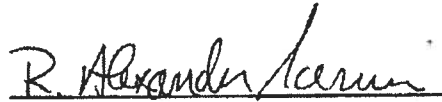
- (b) Hitachi agrees to provide one or, if necessary, more witnesses for deposition, and, if necessary at trial, to provide information, to the best of its ability, with respect to its data regarding sales, pricing, production, capacity and cost of its ODDs and/or ODD Devices. In addition, Hitachi agrees to provide one or, if necessary, more witnesses to establish, to the best of its ability, the foundation



of any of its documents or data the Chairman of Plaintiffs' Executive Committee identifies as necessary for summary judgment and/or trial. Any depositions taken pursuant to this provision shall count against the total of five (5) Rule 30(b)(6) depositions permitted against Hitachi pursuant to CMO 2 in this Action.

- (c) Hitachi shall produce to Plaintiffs all discovery produced to any other party during the pendency of the Action
- (d) Nothing herein is intended to, or obligates Hitachi to, waive any privilege or immunity.

Dated: November 13, 2012



Guido Saveri  
R. Alexander Saveri  
**SAVERI & SAVERI, INC.**  
706 Sansome Street  
San Francisco, CA 94111  
Telephone: (415) 217-6810  
Facsimile: (415) 217-6813

**Chairman of Plaintiffs' Executive Committee**



Craig P. Seebald  
Jason Levine  
**VINSON & ELKINS LLP**  
2200 Pennsylvania Avenue NW  
Suite 500 West  
Washington, DC 20037-1701  
Tel +1.202.639.6500  
Fax +1.202.639.6604

**Attorneys for Defendant  
Hitachi, Ltd.**