

SETTLEMENT AGREEMENT BETWEEN HITACHI ENTITIES AND THE STATE OF
ILLINOIS REGARDING CRT ANTITRUST LITIGATION

This Settlement Agreement (“Agreement”) is made and entered into this 10th day of July 2017, by and between Hitachi Ltd. (referred to herein as “Hitachi”) and Hitachi Electronic Devices (USA) Inc., (collectively referred to herein as the “Hitachi Defendants”) and the State of Illinois (referred to herein as “the State”) through its Attorney General, on behalf of itself, all agencies that it may represent, and end-user indirect purchasers of CRT Products in the United States at any time during the Relevant Period who do not opt out of this settlement (the State and the Hitachi Defendants are collectively referred to herein as the “Parties”).

WHEREAS, the State has filed a complaint naming the Hitachi Defendants, among others, in the matter of *The State of Illinois v. Hitachi, Ltd., et al.* No. 12 CH 35266, pending in the Circuit Court of Cook County, Illinois (the “Action”);

WHEREAS, the State alleges that the Hitachi Defendants participated in an unlawful conspiracy to raise, fix, maintain, or stabilize the price of CRTs at artificially high levels and to suppress, reduce, maintain, or stabilize the quantities of CRTs or capacity to produce CRTs at artificially low levels in violation of the Illinois Antitrust Act;

WHEREAS, the Hitachi Defendants, despite their belief that they are not liable for the claims asserted in the Action and have good defenses to the Action, has nevertheless agreed to enter into this Agreement to (i) avoid further expense, inconvenience, and distraction of burdensome and protracted litigation; (ii) obtain the releases, orders, and final judgment contemplated by this Agreement; and (iii) put to rest and terminate with finality all claims that have been or could have been asserted against the Hitachi Defendants by the State arising out of the facts alleged in the Action, as more particularly set forth below;

WHEREAS, the State has conducted an investigation into the facts and the law and has concluded that resolving claims against the Hitachi Defendants according to the terms set forth below is in the best interest of the State; and

WHEREAS, the Hitachi Defendants have conducted an investigation into the facts and the law and have concluded that resolving claims of the State according to the terms set forth below is in their best interest;

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 claims be settled, compromised, and dismissed on the merits with prejudice as to the Hitachi Defendants, and except as hereinafter provided, without costs to the State or the Hitachi Defendants, on the following terms and conditions:

A. Definitions.

1. "Complaint" shall refer to the Amended Complaint filed in the Action on May 17, 2013.
2. "CRTs" shall refer to cathode ray tubes and "CRT products" shall refer to finished products containing CRTs.
3. "The Hitachi Releasees" shall refer to the Hitachi Defendants, wherever located, and to all of their respective past and present, direct and indirect, parent companies, subsidiaries, joint ventures and Affiliates (where "Affiliates" is defined as any other entity that is now or was previously owned by any of the Hitachi Defendants or a parent company of Hitachi, where "owned" means holding directly or indirectly 50% or greater equity or beneficial interest), and each and all of the past, present and former principals, partners, officers, directors, supervisors, employees, representatives, insurers, attorneys, agents, servants, and stockholders,

and the predecessors, successors, heirs, executors, administrators and assigns of any of the foregoing. Hitachi Releasees includes Hitachi Displays Ltd., n/k/a Japan Display Inc. ("JDI"), Hitachi Asia, Ltd. and Hitachi America, Ltd. Hitachi Releasees does not include any other defendant named in the Complaint.

4. "Cooperation Materials" shall refer to the documents and other materials described in paragraph 28.

5. "Effective Date" shall refer to the first date by which both JDI, on behalf of itself and the Hitachi Defendants, and the State shall have signed this Agreement.

6. "Final Date" shall refer to the first date by which the Circuit Court of Cook County, Illinois ("Circuit Court") has entered a final judgment implementing this Agreement and either (i) the time to appeal has expired with no appeal from that final judgment having been taken or (ii) if an appeal is taken, the full appellate process has been completed with that final judgment affirmed.

7. "MDL" shall refer to *In re Cathode Ray Tube (CRT) Antitrust Litigation*, United States District Court, Northern District of California (San Francisco), Master File No. 3:07-cv-5944, MDL No. 1917.

8. "Releasers" shall refer to the State, its agencies, and the non-government end-user indirect purchasers of CRTs that at any time during the Relevant Period resided in Illinois or were incorporated in Illinois, and purchased CRTs in Illinois or for use in Illinois ("Indirect Purchasers"), that do not request exclusion (those requesting exclusion also being referred to herein as "Opt-Outs") of this settlement.

9. "Released Claims" shall refer to (i) the claims, allegations and causes of action that were asserted in the Complaint, and (ii) any and all claims, demands, actions,

judgments, suits, or causes of action that the State brought, could have brought, or hereafter could bring, against the Hitachi Releasees (or any of them), based on the Relevant Conduct during the Relevant Period, including but not limited to *parens patriae* claims that the State brought, could have brought, or hereafter could bring based on the Relevant Conduct during the Relevant Period, and any other claims arising from the Relevant Conduct during the Relevant Period under any federal, state, international, foreign, or local antitrust, unfair competition, unfair practices, deceptive trade practices, price discrimination, unitary pricing, common law unjust enrichment, consumer protection, trade practice, racketeering, or civil conspiracy law.

10. "Relevant Conduct" shall refer to the Hitachi Defendants' alleged participation in any unlawful conspiracy to raise, fix, maintain, or stabilize the price of CRTs at artificially high levels and to suppress, reduce, maintain, or stabilize the quantities of CRTs or capacity to produce CRTs at artificially low levels during the Relevant Period.

11. "Relevant Period" shall refer to the period beginning March 1, 1995 and continuing through November 25, 2007.

12. "The Settlement Fund" shall be \$7.9 million in United States funds.

B. Effectuating the Agreement and Dismissal of Claims against the Hitachi Defendants.

13. The State and the Hitachi Defendants shall use their best efforts to effectuate this Agreement, including cooperating in seeking any necessary court approvals.

14. The State and the Hitachi Defendants shall jointly seek any orders and final judgments from the Circuit Court presiding over the Complaint. The State and the Hitachi Defendants agree that they shall jointly seek a final judgment which provides, at a minimum, all of the following:

- a. JDI, on behalf of itself and the Hitachi Defendants, shall provide cooperation with the State as described in paragraph 28.
- b. Seven hundred and ninety thousand dollars (\$790,000) from the Settlement Fund shall be awarded to the State for its fees and costs, which shall be used for any of the following purposes, within the limits of applicable law:
 - i. For deposit into an account dedicated to defraying the expenses of the State's antitrust or consumer protection enforcement; and
 - ii. For deposit into the Attorney General State Projects and Court Ordered Distribution Fund for subsequent expenditures as authorized by the Attorney General.
- c. The remainder of the Settlement Fund shall be distributed, pursuant to order of the Circuit Court, to the State and the other Indirect Purchasers within the sole discretion of the Illinois Attorney General, and may be used for payment of administration costs for distribution of these funds, including notice costs. The Hitachi Defendants shall have no responsibility for, and no rights in, nor authority over the allocation of the Settlement Fund.
- d. The Hitachi Defendants are dismissed with prejudice from the Action and released in accordance with the terms of Paragraph 19.
- e. Each party shall bear its own costs except as otherwise stated in this Agreement.

15. Before the Circuit Court approves a final judgment as set forth in the preceding paragraph, the State (i) shall provide notice, in a form and manner approved by the

Circuit Court, to all Indirect Purchasers, and (ii) permit any Indirect Purchaser to opt out of the settlement before the Final Date or such earlier date as the Circuit Court may set.

16. On the Effective Date, the State and the Hitachi Defendants shall be bound by the terms of this Agreement, and it shall not be rescinded except in accordance with this Agreement. If any party fails to sign the Agreement within sixty days of the first signature, that party or those parties will be deemed to have rejected the Agreement and it shall not be effective.

17. Between the Effective Date and the Final Date of this Agreement, the Hitachi Defendants' obligation to respond to any discovery or motion (unrelated to compliance with this Agreement) initiated by the State and the State's obligation to respond to any discovery or motion (unrelated to compliance with this Agreement) initiated by the Hitachi Defendants shall be stayed. If the Circuit Court denies approval of a final judgment as set forth in paragraph 14, or a final judgment implementing this agreement is reversed on appeal: (a) all discovery responses stayed pursuant to this paragraph will be due on the later of (i) thirty days from such denial of approval or appellate reversal, or (ii) the date such responses would have been due if not stayed; (b) the parties will negotiate in good faith to present a proposed briefing schedule to the Circuit Court for briefing and resolution of any motion stayed by this paragraph and will jointly move the Circuit Court for a reasonable extension of any other deadlines, including any cut-off date for initiation of discovery that may have lapsed or that may be close to lapsing; and (c) the parties will jointly move the Circuit Court for a new trial date for the Hitachi Defendants.

18. Neither this Agreement nor any final judgment(s), including consent decrees, resulting therefrom, nor any and all negotiations, documents and discussions associated with them, shall be deemed or construed to be an admission by the Hitachi Defendants or the Hitachi Releasees, or evidence of any violation of any statute or law or of any liability or

wrongdoing whatsoever by the Hitachi Defendants or the Hitachi Releasees, or to be an admission of the truth of any of the claims or allegations contained in the Complaint or any other pleading filed by the State in any action whatsoever, and evidence thereof shall not be discoverable or used directly or indirectly, in any way in any action, lawsuit 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 proceeding, 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.

19. Upon the Final Date of this Agreement, and in consideration of payment of the Settlement Fund, as specified in paragraphs 12 and 21 of this Agreement, and for other valuable consideration, the Hitachi Releasees shall be completely released, acquitted, and forever discharged to the fullest extent permitted by law from any and all claims, demands, actions, suits, or causes of action for the Released Claims, that Releasers, or each of them, in their proprietary capacity, ever had, now have, or hereafter can, shall, or may have. The types of claims released are released regardless of the type of cause of action, common law principle, or statute under which they are asserted; for example, such claims are released whether asserted under any federal, state, international, foreign, or local antitrust, unfair competition, unfair practices, deceptive trade practices, price discrimination, unitary pricing, common law unjust enrichment, consumer protection, trade practice, racketeering, or civil conspiracy law, or similar law or regulation of any jurisdiction within the United States or elsewhere. The Attorney General

covenants that the Attorney General will not hereafter commence or solicit litigation against Hitachi or the Hitachi Releasees on behalf of the State or any person, entity, political subdivision of the State, or any other party, in any suit, action, complaint, arbitration, mediation, or other grievance based on the Relevant Conduct alleged in the Complaint. The Attorney General further covenants that the Attorney General will not provide legal counsel or provide any non-public information to any person, entity, political subdivision of the State, or any other party, other than the State on its own behalf or as *parens patriae*, in connection with the Action, to support any suit, action, complaint, arbitration, mediation, or other grievance against Hitachi or the Hitachi Releasees based on the Relevant Conduct alleged in the Complaint. Without waiver of any claim of confidentiality or any other protection for any information provided in the Action, Hitachi agrees that nothing in this Paragraph precludes the State or the Attorney General from complying with the requirements of the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*).

20. The release, discharge, and covenant not to sue set forth in paragraph 19 of this Agreement includes only the Released Claims and does not include any claims other than the Released Claims, including without limitation any claims as to other time periods outside of the Relevant Period or conduct such as conduct solely arising out of product liability, warranty or breach of contract claims (except for warranty or breach of contract claims based on the Relevant Conduct) in the ordinary course of business, or any other claims not covered by the Released Claims.

D. Settlement Amount and Settlement Fund.

21. Subject to the provisions hereof, and in full, complete, and final settlement of the Released Claims as provided herein, JDI shall pay \$7.9 million in United States Dollars to

the State within ninety days of the Effective Date. Payment in full of this amount by JDI will fulfill the obligations imposed by this paragraph on the Hitachi Defendants. The State will provide payment instructions to JDI by separate letter.

22. JDI shall pay the amounts set forth in the foregoing paragraph above by wire transfer, with no deduction for wiring fees, to the State, which shall hold such funds in escrow for the benefit of the Parties and subject to the orders of the Circuit Court. All funds so held in escrow shall be deemed and considered to be in custodia legis of the Circuit Court before whom the Complaint was filed, and shall remain subject to the jurisdiction of the Circuit Court, until such time as such funds shall be distributed under the order of the Circuit Court and to the party or entity so instructed by the Circuit Court. The State, as escrow agent, has no discretion regarding distribution of the Settlement Fund while any of the Settlement Fund remains in escrow, and must comply with any Circuit Court order regarding distribution of the Settlement Fund from escrow. The Hitachi Defendants shall have no liability for any taxes, if any, arising from the Settlement Fund after JDI pays the Settlement Fund or while any of the Settlement Fund remains in escrow, except as stated in paragraph 25.

23. If this Agreement does not receive final Circuit Court approval, all appeals having been taken, or if the Hitachi Defendants elect to terminate the Agreement under paragraph 25 below, then all amounts paid by JDI into the Settlement Fund shall be promptly returned to JDI from the State, along with any interest, if any, accrued thereon less any escrow fees, taxes or court approved expenses for escrow administration, notice, claims administration, or settlement administration, or any other court approved expenses incurred by the Settlement Fund.

24. The Attorney General shall cause copies of requests for exclusion from the settlement to be provided to counsel for the Hitachi Defendants as they are received. No later than ten days after the final date for mailing requests for exclusion, the Attorney General shall provide counsel for the Hitachi Defendants with a complete and final list of Opt-Outs.

25. In the event that the Hitachi Defendants determine that valid and timely requests for exclusion have been made by multiple entities who would have been Releasers but for their decision to opt out, such that the Hitachi Defendants believe in good faith that there is a risk that they will be forced to defend substantial litigation with respect to claims by Opt-Outs, the Hitachi Defendants, in their discretion, acting in good faith, and after meeting and conferring with the State, may elect to terminate this Agreement by serving written notice of such election on the State by email and overnight courier and by filing a copy of such notice with the Circuit Court no later than the twentieth day from the day on which the Hitachi Defendants receive the final list of Opt-Outs. In the event that the Hitachi Defendants exercise their option to terminate this Agreement: (a) this Agreement shall be null and void, and shall have no force or effect and shall be without prejudice to the rights and contentions of the Hitachi Defendants and the Releasers in this or any other litigation; and (b) the Settlement Fund paid by JDI, plus interest, if any, thereon, shall be refunded promptly to them, minus expenses incurred for escrow fees, taxes, notice, claims administration, or settlement administration costs or any other court approved expenses incurred by the Settlement Fund. For the avoidance of doubt, Paragraph 17 survives such termination.

26. Releasers shall look solely to the Settlement Fund for settlement and satisfaction against the Hitachi Releasees of all Released Claims, and shall have no other recovery against the Hitachi Defendants or any other Hitachi Releasees for the Released Claims.

27. The State shall be responsible for distribution of the Settlement Fund in accordance with Illinois law and orders of Illinois courts. In no event shall any of the Hitachi Releasees have any responsibility, financial obligation, or liability whatsoever with respect to the distribution or administration of the Settlement Fund, including, but not limited to, the costs and expenses of such distribution and administration.

E. Cooperation.

28. JDI will fully cooperate with the State by:

- a. In response to reasonable and specific requests from the Illinois Attorney General, identifying for the Illinois Attorney General the documents already produced (including cross-references to all production numbers used for each document) or producing the following documents, to the extent they exist: (i) documents that were provided to the U.S. Department of Justice by any of the Hitachi Defendants during the course of their investigation of antitrust violations in the CRT industry during the Relevant Period, to the extent such documents are not privileged or protected under the work product doctrine and are not subject to any order by a court prohibiting or preventing the production of such materials; and (ii) documents (including deposition transcripts and exhibits thereto) that were produced by the Hitachi Defendants in the MDL, whether voluntarily or as part of discovery or pursuant to any court order (including deposition transcripts and exhibits thereto for all depositions taken of Hitachi Defendant witnesses in the MDL), as reasonably requested by the Illinois Attorney General and to the extent allowed by the protective order in the MDL and to the extent not already produced to the State and not subject to

any privilege; and (iii) documents that reflect sales or purchases of CRTs by any of the Hitachi Defendants during the Relevant Period along with information sufficient to identify such sales or purchase information in those documents to the extent that such documents exist and have been produced or are being produced to any other person or party in connection with any CRT matter, including the MDL; and (iv) Hitachi Defendants' documents that materially relate to or evidence any meetings or communications among the Defendants and/or Co-Conspirators named in the Complaint that show how any alleged CRT conspiracy was formed, implemented, and/or enforced, to the extent already collected by the Hitachi Defendants and not already produced to the State, including any documents or communications that reflect agreements between the Hitachi Defendants and any competitors regarding the price, supply, capacity, production, or distribution of CRTs during the Relevant Period. Hitachi shall not be required to produce privileged documents or documents protected under the other recognized protections. Any non-Defendant document subject to court-ordered protection may only be produced to Plaintiff under this Agreement to the extent and in the fashion permitted by the applicable protective order.

- b. Using its best efforts to authenticate documents for use in deposition, trial or any other proceeding in the State's CRT litigation, as reasonably required by the Illinois Attorney General. In addition, JDI shall use its best efforts to provide affidavits on behalf of persons under JDI's control as officers,

employees or agents for the purpose of authenticating business records, as reasonably required by the Illinois Attorney General;

- c. Using its best efforts to make up to three (3) current, not-yet deposed in the MDL, JDI employees available for interviews by video conference or telephone at a mutually agreed-upon time and place, whom the Illinois Attorney General, in consultation with the Hitachi Defendants, reasonably and in good faith believes to have relevant knowledge regarding the Action. Interviews provided pursuant to this Paragraph shall be requested by December 31, 2017, shall be limited to a total of six (6) hours over one day per interview, plus reasonable follow-up conversations, and shall be conducted by March 31, 2018. The parties agree to meet and confer in good faith regarding making these employees available for these interviews. In making these employees available, the parties agree to consider, without limitation, whether the expected knowledge of such employees duplicates the testimony of other witnesses in the case and/or whether the substance of the expected testimony is sufficiently established by documentary evidence;
- d. Using its best efforts to make up to two (2) current JDI employees available for evidence deposition in Illinois or by video conference. The parties agree to meet and confer in good faith regarding making these employees available for deposition or for trial. In making these employees available, the parties agree to consider, without limitation, whether the expected testimony of such employees duplicates the testimony of other witnesses in the case and/or

whether the substance of the expected testimony is sufficiently established by documentary evidence;

- e. Using its best efforts to produce live at trial up to two (2) current JDI employees, as reasonably identified by the Illinois Attorney General at least 45 days before the date that the trial commences. Except as otherwise agreed by the parties, none of these three individuals shall be the individuals whose evidence depositions were taken pursuant to subparagraph (d) above. Direct testimony provided pursuant to this Paragraph shall be limited to a total of 6 hours per witness. If, after the State has identified these individuals, one or more of the individuals is about to leave the employ of JDI or whose health will not permit that individual to travel to Illinois for trial, JDI shall notify the State and shall use its best efforts to make the individual available for evidence deposition (such evidence deposition to be in addition to those provided in subparagraph (d) above) ;
- f. Using its best efforts to provide all pre-existing certified translations in English of foreign language documents in the possession of Hitachi that are to be or have been produced pursuant to this agreement; and
- g. In response to reasonable and specific requests from the Illinois Attorney General, providing reasonable assistance with search and review of Hitachi Defendants' documents.

29. To avoid any doubt, all terms in this section E are material terms and any breach thereof is a material breach, provided that the State will only seek such cooperation after making a good faith effort to review and utilize evidence and testimony already available in

deposition or trial transcripts from or related to the MDL. All terms in this section E are enforceable by court order. If the State believes that there has been a material breach of the terms in this section E, then the State will provide written notice to counsel for the Hitachi Defendants and JDI, specifying the nature of such belief. The parties shall then meet and confer to try to resolve the dispute, and then the alleged-breaching party shall have a reasonable time to resolve the breach before the State may pursue a court order or any other remedy relating to the alleged material breach. If after a reasonable time the dispute is not resolved, the State may immediately seek enforcement of section E by injunction against the breaching party. The breaching party's failure to comply with any such injunction is subject to the full sanctions power of the Court. The Circuit Court, on application of the State, shall negate the release in Paragraph 19 if the Hitachi Defendants and JDI fail to use best efforts to produce at trial a key percipient witness who at the time of trial was employed by the Hitachi Defendant or JDI and whose attendance at trial was timely requested by the State pursuant to Paragraph 28.e. Such negation of the release shall require the State to return the Settlement Amount to Hitachi, with the exception of \$750,000 that the State shall retain as liquidated damages, but will not impair the State's rights to continued possession and use of the Cooperation Materials previously received. If the State voids the release in Paragraph 19, any applicable statute of limitations or laches period shall be deemed tolled from the Effective Date of this Agreement until ninety (90) days after the Circuit Court has held that the Hitachi Defendant or JDI failed to use best efforts to produce at trial a key percipient witness who at the time of trial was employed by the Hitachi Defendant or JDI and whose attendance at trial was timely requested by the State pursuant to Paragraph 28.e. For purposes of this paragraph, "best efforts" is not satisfied if a witness fails to attend because of conflicting business commitments of the Hitachi Releasees.

F. Miscellaneous.

30. Illinois and the Hitachi Defendants agree that they will not disclose publicly or to any other person the terms of this Agreement until the Agreement has been made public by the State, whether by incorporation or reference in a publicly-available filing in court, unless otherwise permitted by the parties or required by law.

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 of the Hitachi Releasees as provided in this Agreement.

32. This Agreement does not settle or compromise any claim by the State against any person or entity other than the Hitachi Releasees. All rights against such other persons or entities are specifically reserved by the State. The parties intend that joint and several liability against defendants other than the Hitachi Defendants shall include the sales of CRTs by the Hitachi Defendants.

33. This Agreement shall not affect whatever rights Releasors, or any of them, may have (i) to seek damages or other relief from any other person or entity other than the Hitachi Releasees, with respect to any direct or indirect purchases of CRTs; (ii) to participate in or benefit from, where appropriate, any relief or other recovery as part of a settlement or judgment in any action on behalf of any direct purchasers of CRTs; and (iii) to assert any product liability, personal injury, breach of warranty, or breach of contract claims (except for warranty or breach of contract claims based on the Relevant Conduct) in the ordinary course of business which are not covered by the Released Claims.

34. The Circuit Court 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 the State and the Hitachi Defendants. This Agreement shall be governed by and interpreted according to the substantive laws of the State of Illinois without regard to its choice of law or conflict of laws principles.

35. This Agreement constitutes the entire, complete, and integrated agreement between the State and the Hitachi Defendants pertaining to the settlement of the Released Claims against the Hitachi Defendants, and supersedes all prior and contemporaneous undertakings of the State and the Hitachi Defendants in connection herewith. This Agreement may not be modified or amended except in writing executed by the State and Hitachi, on behalf of itself and the Hitachi Defendants, and, to the extent necessary, approved by the Circuit Court.

36. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the State and the Hitachi Releasees. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the State shall be binding upon all Releasees. The Hitachi Releasees (other than the Hitachi 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 the State, through its Attorney General, and the Hitachi Defendants, through their designated representative and counsel, and a facsimile or electronic signature shall be deemed an original signature for purposes of executing this Agreement.

38. Neither the State nor the Hitachi Defendants 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.

39. Where this Agreement requires either party to provide notice to the other, such notice shall be in writing, and such notice shall be provided by email and letter by overnight delivery to the counsel identified below for the party to whom notice is being provided. Any party may change the identity of the recipient of such notice by providing notice of such change under the terms of this paragraph.

For the State:

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40. 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. The JDI Representative and Counsel for the Hitachi Defendants represents that he is fully authorized to bind all of the Hitachi Defendants and JDI to the terms of this agreement.

Dated: 2017/7/10

JIRO Sato

Jiro Sato
Senior General Manager, Legal Department
Japan Display Inc.,

Dated: 2017/7/10

Eliot A. Adelson / *sjf*
Counsel for Hitachi Defendants

Dated: 6/19/2017

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