



without any admission of wrongdoing, any and all disputes arising from the Complaint. The State and the Defendants executed settlement agreements, which have been filed with the Court (the “Settlement Agreements”).

**WHEREAS** pursuant to the November 20, 2017 Order on Joint Motion for Approval of a Notice Plan, notice of the ongoing litigation, the settlements agreements executed at that time, and the possibility of future settlements with the non-settling defendants at that time, was given in accordance with the requirements of due process.

**WHEREAS** all purchasers of CRT products whose claims are affected by the settlement were given an opportunity to opt out of the case.

**WHEREAS** the Court has reviewed and considered the submissions of the parties in support of the Final Approval of the Settlement Agreements and Final Distribution of the Settlement Funds.

**WHEREAS** the Court finds that the claims administration process, audit, and eligibility determinations described by the State in its Memorandum in Support of Joint Motion for Final Approval of Settlements with all Defendants and Final Distribution of Settlement Funds and described in the Declaration of Andrew Perry, Senior Project Manager at KCC Class Action Services regarding the claims administration process and allocation and distribution of settlement funds, are reasonable.

**WHEREAS** the Court finds that, in order to provide meaningful recovery for small claims, it is reasonable for the State to ensure a minimum recovery for each individual claimant of \$20.00.

**NOW, THEREFORE**, the Court, being fully informed on the premises, has determined that the Settlement Agreements should be approved and there is no just reason to delay the entry of this final judgment and order approving the Settlement Agreements with all Defendants and approving the final distribution of the

settlement funds. Accordingly, the Court directs entry of judgment which shall constitute final adjudication of this case with respect to the claims filed against the Defendants and in accordance with the Settlement Agreements and orders distribution of associated settlement funds. Good cause appearing therefore, it is:

**ORDERED, ADJUDGED AND DECREED THAT:**

1. The Court hereby finally approves and confirms the settlements set forth in the following agreements:
  - a. Defendants Philips Electronics North American Corporation (n/k/a Philips North America LLC) and Koninklijke Philips N.V. (f/k/a Koninklijke Philips Electronics N.V.) (collectively, “Philips”), entered on July 5, 2016;
  - b. LG Electronics, Inc. (“LGE”), entered on March 29, 2017;
  - c. Samsung SDI Co., Ltd. (formerly known and named in the complaint as Samsung Display Device Co., Ltd.), and Samsung SDI America, Inc. (collectively, “Samsung SDI”), entered on April 18, 2017;
  - d. Hitachi Ltd., and Hitachi Electronic Devices (USA), Inc. (collectively, “Hitachi”), entered on July 10, 2017;
  - e. Toshiba Corporation, Toshiba America Electronic Components, Inc., Toshiba America, Inc., and Toshiba America Information Systems, Inc. (collectively, “Toshiba”), entered on January 4, 2018;
  - f. Panasonic Corporation, Panasonic Corporation of North America, and MT Picture Display, Co., Ltd. (collectively, “Panasonic”), entered on March 26, 2018.

The above-listed agreements are collectively referred to as “the Settlement Agreements.”

2. The notice of the Settlement Agreements was the best notice practicable under the circumstances. Said notice provided due and adequate notice

of the Settlement Agreements to all persons entitled to such notice, and said notice fully satisfied the requirements of due process.

3. No one has requested exclusion from the Settlement Agreements.

4. The Settlement Agreements are hereby approved, and the parties to the Settlement Agreements are directed to implement the settlements according to the terms of the Settlement Agreements.

5. The definitions of terms set forth in the Settlement Agreements are incorporated hereby as though fully set forth in this judgment.

6. All persons and entities who are Releasors are hereby barred and enjoined from commencing, prosecuting, or continuing, either directly or indirectly, the Released Claims against the Philips Releasees, LGE Releasees, Samsung SDI Releasees, Hitachi Releasees, Toshiba Releasees, and Panasonic Releasees.

7. The Philips Releasees, LGE Releasees, Samsung SDI Releasees, Hitachi Releasees, Toshiba Releasees, and Panasonic Releasees are hereby released and discharged with respect to any and all claims or causes of action which the Releasors had or have arising out of or related to any of the Released Claims.

8. Without affecting the finality of this judgment in any way, the Court hereby retains continuing and exclusive jurisdiction over: (a) implementation, enforcement, and performance of these Settlement Agreements and any distribution pursuant to further orders of this Court; (b) disposition of the Settlement Funds as defined in each Settlement Agreement; (c) all parties and Releasors for the purpose of enforcing and administering the Settlement Agreements and the mutual releases and other documents contemplated by, or executed in connection with, the Settlement Agreements; and any suit, action, proceeding, or dispute arising out of or relating to these Settlement Agreements or the applicability of these Settlement Agreements.

9. Because the State and the Settling Defendants have joined the Motion for Final Approval of Settlements with all Defendants and Final Distribution of Settlement Funds, the State and the Settling Defendants expressly waive the right to appeal this final judgment order. The Final Date of each Settlement Agreement is the date of this order.

10. The Court hereby dismisses on the merits with prejudice the claims asserted against the following defendants:

- a. Philips Electronics North American Corporation (n/k/a Philips North America LLC) and Koninklijke Philips N.V. (f/k/a Koninklijke Philips Electronics N.V.);
- b. LG Electronics, Inc. and LG Electronics USA, Inc.;
- c. Samsung SDI Co., Ltd. (formerly known and named in the complaint as Samsung Display Device Co., Ltd.), and Samsung SDI America, Inc.;
- d. Hitachi Ltd. and Hitachi Electronic Devices (USA) Inc.;
- e. Toshiba Corporation, and Toshiba America Electronic Components, Inc., Toshiba America, Inc., Toshiba America Information Systems, Inc., and Toshiba America Consumer Products L.L.C.; and
- f. Panasonic Corporation, Panasonic Corporation of North America, and MT Picture Display, Co., Ltd.

11. The Illinois Attorney General is awarded an attorneys' fee and costs award ("Fee Award") of 10% of the settlement funds, which shall be used by the Office of the Illinois Attorney General for antitrust and consumer protection enforcement and for other such expenditures as authorized by the Illinois Attorney General. The Fee Award shall be paid from each of the Settling Defendants' settlement funds held in escrow at The Chicago Trust, N.A. and deposited into accounts dedicated to defraying the expenses of the State's antitrust or consumer

protection enforcement and for such other expenditures as authorized by the Illinois Attorney General.

12. The Chicago Trust, N.A. shall transfer the remaining settlement funds as follows:

- a. To settle the State's own claims based on purchases made by the Illinois Department of Central Management Services, after the Fee Award has been transferred to the Office of the Illinois Attorney General as described in ¶ 11, 1% of the remainder of the settlement funds shall be sent to the Office of the Illinois Attorney General for deposit in the state General Revenue Fund.
- b. After the Fee Award has been transferred to the Office of the Illinois Attorney General as described in ¶ 11, 99% of the remainder shall be transferred to the Qualified Settlement Fund managed by the State's claims administrator, KCC Class Action Services, LLC, for distribution to Illinois businesses and consumers.
- c. After the settlement funds are transferred to the Qualified Settlement Fund, KCC shall calculate final payment amounts for eligible claimants and those claimants shall be issued checks void after ninety (90) days.

13. Each eligible claimant shall be paid on a *pro rata* basis per product category, based on the estimated maximum recovery per product category of \$20 per CRT television and \$60 per CRT monitor. The State will ensure a minimum recovery for each individual claimant of \$20.00.

14. For any checks returned as undeliverable, the State and KCC shall make reasonable attempts to find new addresses through a trace processing service. Any additional checks that are returned undeliverable and for which no updated address could be obtained through reasonable efforts will revert back to the

settlement funds. If there is a balance remaining in the settlement funds after at least six (6) months from the date of initial distribution, if feasible and economical, KCC shall redistribute the remaining funds on a *pro rata* basis to the eligible claimants who cashed their initial distribution checks and who would receive at least \$10 from such redistribution.

15. If, after the State has made reasonable efforts to distribute the funds as described above, any funds remain in the settlement funds, KCC shall transfer the remaining funds to the Office of the Illinois Attorney General for deposit into an account dedicated to defraying the expenses of the State's antitrust or consumer protection enforcement or for deposit into the Attorney General State Projects and Court Ordered Distribution Fund for subsequent expenditures as authorized by the Attorney General.

Dated: \_\_\_\_\_ Entered: \_\_\_\_\_

Order prepared by:

This order prepared by the Court or for the Court by:

Atty. No.: 99000

Name: Elizabeth L. Maxeiner

Atty. For: State of Illinois

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