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Chunghwa Picture Tubes, Ltd.
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15 UNITED STATES DISTRICT COURT
 16 NORTHERN DISTRICT OF CALIFORNIA
 17 SAN FRANCISCO DIVISION

Case No. 07-5944 SC

MDL No. 1917

18 **In re: CATHODE RAY TUBE (CRT)**
 19 **ANTITRUST LITIGATION**

STIPULATION AND ~~PROPOSED~~
ORDER TO AMEND ESCROW
AGREEMENT

20 This Document Relates to:

21 **ALL DIRECT PURCHASER ACTIONS**
 22

1 WHEREAS, Direct Purchaser Plaintiffs (“DPPs”) and Chunghwa Picture Tubes, Ltd.
2 (“CPT”) entered into a Settlement Agreement dated April 8, 2009 (“Settlement Agreement”),
3 which provides for the establishment of an escrow agreement;

4 WHEREAS, DPPs and CPT entered into an Escrow Agreement on July 27, 2009
5 (“Escrow Agreement”) thereby appointing Union Bank, N.A. as “Escrow Agent”.

6 WHEREAS, on October 19, 2012, the Court entered an Order Granting Final Approval of
7 Class Action Settlements with CPT and a Final Judgment of Dismissal with Prejudice as to
8 Defendants Chunghwa Picture Tubes (Malaysia) Sdn. Bhd. and Chunghwa Picture Tubes, Ltd.
9 (Dkt. Nos. 1412 and 1414 respectively);

10 WHEREAS, the time to appeal from the Court’s Order and Final Judgment has expired
11 and the settlement is now final as defined in paragraph 11 of the Settlement Agreement; and

12 WHEREAS, the DPPs and CPT desire to amend the terms of the Escrow Agreement to
13 remove CPT as a party to said Escrow Agreement.

14 IT IS HEREBY STIPULATED AND AGREED by and between counsel for the
15 undersigned parties that:

16 CPT shall no longer be a party to the Escrow Agreement and the signature of its
17 counsel shall no longer be required as an “Authorized Person”.

18 Dated: July 19, 2013

SAVERI & SAVERI, INC.

19 By: /s/ Guido Saveri
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*Attorneys for Defendants
Chunghwa Picture Tubes, Ltd.*

ATTESTATION PURSUANT TO GENERAL ORDER 45

I, Guido Saveri, attest that concurrence in the filing of this document has been obtained from all signatories. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed July 19, 2013, at San Francisco, California.

/s/ Guido Saveri

PURSUANT TO STIPULATION, IT IS SO RECOMMENDED.

Dated: July 23, 2013

Charles A. Legge
Hon. Charles A. Legge
Special Master

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: 07/23/2013

Samuel Conti
Hon. Samuel Conti
United States District Judge

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