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State of California, et al.

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF SAN FRANCISCO
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17 **THE PEOPLE OF THE STATE OF**
CALIFORNIA, et al.,

18 Plaintiffs,

19 v.

20
21 **SAMSUNG SDI, CO., LTD., et al,**

22 Defendants.

Case No. CGC-11-515784

**EXHIBIT D (PANASONIC
SETTLEMENT AGREEMENT
AMENDMENT)
TO VARANINI DECLARATION IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENTS WITH HITACHI, LG,
PANASONIC, TOSHIBA AND SAMSUNG**

Date: March 3, 2016
Time: 8:30 a.m.
Dept: 304
Judge: Curtis E.A. Karnow
Action Filed: November 8, 2011

AMENDMENT TO SETTLEMENT AGREEMENT BETWEEN
THE STATE OF CALIFORNIA, ET AL.
AND PANASONIC RELEASEES

This Amendment to the Settlement Agreement dated (_____) (the “Amendment”) is made and entered into by and between the Panasonic Releasees (as defined in the Agreement (as defined below)), on the one hand, and the Attorney General of California, on behalf of the State of California and its state agencies, and as *parens patriae* on behalf of natural persons resident in California at any time during the Relevant Period (as defined in the Agreement) (collectively the “State”), and its political subdivisions (including the Settlement Class of Government Entities as defined below) by and through the City and County of San Francisco, acting as a representative for the Settlement Class of Government Entities (the “City”), on the other hand.

WHEREAS the State and Panasonic Releasees entered into a Settlement Agreement on (_____) (the “Agreement”), concerning the allegations described in the action entitled *State of California et al. v. Samsung SDI, Co. Ltd et al.*, Case No. CGC -11-515784 (Sup. Ct. Cal. Filed November 8, 2011) (the “Action”);

WHEREAS, the Agreement was executed by duly authorized counsel for the State, Panasonic (as defined in the Agreement), and Beijing Matsushita Color CRT Co., Ltd. (“BMCC”);

WHEREAS, the State, Panasonic, and BMCC want California Code of Civil Procedure section 664.6 to apply to the Agreement; and

WHEREAS, the State, Panasonic, and BMCC want to modify the definition of “Settlement Class of Government Entities” in the Agreement, in order to clarify the existing definition and comply with directions provided by the trial court judge in the Action;

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth in the Agreement and herein and for other good and valuable consideration, it is agreed by and among the undersigned that the Agreement is subject to the following modifications, pursuant to Section 38 of the Agreement, with all other provisions within the Agreement, including the Effective Date (as defined in the Agreement), continuing in full force and effect, subject all to the approval of the Court (as defined below), on the following terms and conditions, and incorporating the preceding clauses:

In the event the Court so requires, Section A.4 definition of "Settlement Class of Government Entities" is replaced as follows:

"Settlement Class of Government Entities" consists of all political subdivisions of the State of California, plus the University of California and the State Bar of California, that indirectly or directly purchased Cathode Ray Tubes ("CRTs") and/or CRT Products (as defined in the Agreement) between March 1, 1995 and November 25, 2007. The term "political subdivisions" is defined as all government entities authorized under California state law but without statewide jurisdiction.

The highlighted term below is inserted into the defined term "Settling Parties" as set forth in the first paragraph of the Agreement, as follows:

The Panasonic Releasees, the Attorney General, and the City, on behalf of the Settlement Class of Government Entities are collectively referred to as the Settling Parties.

Section G.37 is replaced as follows:

The Superior Court of California, County of San Francisco (the "Court"), shall retain jurisdiction over the Action pursuant to Code of Civil Procedure 664.6, 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 parties to the Agreement. This Agreement shall be construed according to the laws of the State of California without regard to its choice of law or conflict of laws principles. By this Amendment, the Panasonic Releasees, the State, and the City adopt all provisions of the original Agreement as amended here.

Section G.39 is replaced as follows:

This Agreement may be executed in counterparts by the Settling Parties, and an email or facsimile signature shall be deemed an original signature for purposes of executing this Agreement.

Section G.44 is replaced as follows:

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

New Section G.47 is added as follows:

This Amendment effectuates the intention of the parties to the Agreement as expressed therein, and does not constitute a substantive modification of the Agreement, except that the Amendment effectuates the intention of the Settling Parties to the Agreement in light of California Code of Civil Procedure Section 664.6 and clarifies the definition of the Settlement Class of Government Entities, as instructed by the Court. In particular, the composition of the Settlement Class of Government Entities in the original Agreement is not modified by this Amendment.

KAMALA D. HARRIS
Attorney General of California

Dated: _____

By: Emilio E. Varanini
Deputy Attorney General

The Panasonic Releasees (excluding BMCC):

Dated: December 9, 2014

Shinichi Miyoshi
By: (Panasonic Executive)
Panasonic Corporation

BMCC:

Dated: _____

By: (BMCC Executive)
BMCC

CITY AND COUNTY OF SAN FRANCISCO

Dated: _____

By: Naomi Kelly
City Administrator and Dir. of Admin. Services

KAMALA D. HARRIS
Attorney General of California

Dated: _____

By: Emilio E. Varanini
Deputy Attorney General

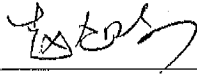
The Panasonic Releasees (excluding BMCC):

Dated: _____

By: (Panasonic Authorized Signatory Name)
Panasonic Corporation

BMCC:

Dated: 2014. 12. 18.


By: Xudong ZHAO
BMCC

CITY AND COUNTY OF SAN FRANCISCO

Dated: _____

By: Naomi Kelly
City Administrator and Dir. of Admin. Services

KAMALA D. HARRIS
Attorney General of California

Dated: _____

By: Emilio E. Varanini
Deputy Attorney General

The Panasonic Releasees (excluding BMCC):

Dated: 11.11.2014

Jeff Kessler / mm
Jeffrey L. Kessler
Winston & Strawn LLP
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New York, NY 10166-4193
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Email: jkessler@winston.com
Attorney for the Panasonic Releasees (excluding
BMCC)

BMCC;

Dated: _____

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701 Pennsylvania Avenue NW, Suite 600
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Tel: (202) 777-4500
Email: Richard.Snyder@freshfields.com
Attorney for BMCC

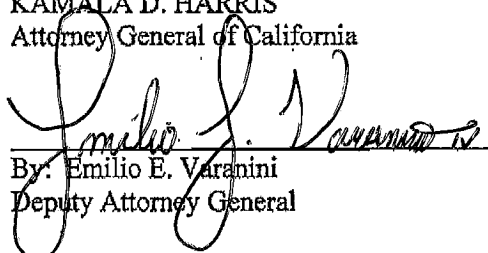
CITY AND COUNTY OF SAN FRANCISCO

Dated: 11/17/14

Naomi Kelly
By: Naomi Kelly
City Administrator and Dir. of Admin. Services

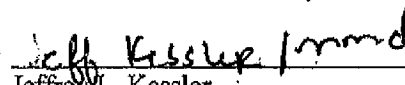
KAMALA D. HARRIS
Attorney General of California

Dated: 12-23-14


By: Emilio E. Varanini
Deputy Attorney General

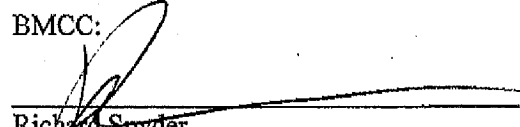
The Panasonic Releasees (excluding BMCC):

Dated: 11-11-2014


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200 Park Avenue
New York, NY 10166-4193
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Email: jkessler@winston.com
Attorney for the Panasonic Releasees (excluding
BMCC)

BMCC:

Dated: 12-1-2014


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701 Pennsylvania Avenue NW, Suite 600
Washington, D.C. 20004
Tel: (202) 777-4500
Email: Richard.Snyder@freshfields.com
Attorney for BMCC

CITY AND COUNTY OF SAN FRANCISCO

Dated: _____

By: Naomi Kelly
City Administrator and Dir. of Admin. Services