

EXHIBIT 1

TOLLING AGREEMENT

This Tolling Agreement (“Agreement”) is made and entered into as of October 31, 2007 by and between the DIRECT-Purchaser Plaintiffs (“Plaintiffs”) in *In re: TFT-LCD (Flat Panel) Antitrust Litigation*, Master File No. C07-1827 SI, MDL No. 1827 (which assert claims arising from alleged anti-competitive conduct in the market for thin film transistor liquid display) and Philips Electronics North America Corporation and Philips Consumer Electronics (collectively referred to herein as “Philips”), together with their parents, subsidiaries, affiliates, predecessors, successors, employees, officers, shareholders, and assignees. In consideration of the mutual promises and covenants contained herein, Plaintiffs and Philips agree as follows:

DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

1. “Effective Date” shall mean October 31, 2007.
2. “MDL Proceeding” shall mean the actions presently included in or added on at any time to *In re: TFT-LCD (Flat Panel) Antitrust Litigation*, Master File No. C07-1827 SI, MDL No. 1827.
3. “Potential Claims” shall mean all those claims, including any subsequent amendments thereto, that the Plaintiffs have asserted against Philips in the actions set forth in the consolidated action.
4. “Termination Date” shall mean ten (10) days after the close of fact discovery in the MDL Proceeding or the date upon which Plaintiffs elect to terminate the Agreement.
5. “Tolling Period” shall mean the period from and including the Effective Date of this Agreement until and including the Termination Date of this Agreement.

AGREEMENT PROVISIONS

1. Philips represents that it has not been contacted or targeted by any governmental or regulatory agency, foreign or domestic, in connection with Plaintiffs’ TFT-LCD sales practices. In consideration of that representation, Philips shall not be named in the Consolidated Amended Complaint filed by Plaintiffs in the MDL Proceeding during the Tolling Period unless Plaintiffs elect to terminate this Agreement prior to the filing of the Consolidated Amended Complaint.
2. Should DIRECT-Purchaser Plaintiffs determine to assert claims against Philips, they may choose to terminate this Agreement at any time. Should DIRECT-Purchaser Plaintiffs make such election prior to November 5, 2007, they may assert claims against Philips in the Consolidated Amended Complaint without leave of Court. Such claims shall be subject to any defenses which are presently available to Philips or are available to Philips on the date when a response to the Consolidated Amended Complaint is due. Should

DIRECT-Purchaser Plaintiffs make such election after November 5, 2007, they may move the Court for leave to file an Amended Complaint against Philips. Philips shall not assert any objection to such motion on the grounds of timeliness, but reserves all other rights to oppose the motion. In the event that the Court grants the motion for leave to file an Amended Complaint against Philips, the Amended Complaint shall be coordinated with the MDL proceedings as if it were part of the then pending Consolidated Amended Complaint of DIRECT-Purchaser Plaintiffs. Any claims shall be subject to any defenses that are presently available to Philips or are available to Philips on the date when a response to any complaint is due.

3. During the pendency of this Agreement Philips shall take all steps to preserve relevant evidence and documents as if it were a named defendant.
4. In the event Philips is named as a defendant in the MDL Proceeding, all applicable limitations periods shall be tolled as to the Potential Claims for the Tolling Period and Philips shall not assert or rely on the Tolling Period as a legal, equitable, or other claim or defense in connection with any litigation asserting any Potential Claims. This Agreement shall not be construed to preclude Philips from asserting that the filing of any Potential Claims in such Action is untimely, provided that in so doing Philips does not rely on or include the passage of time comprising the Tolling Period. Further, the execution of this Agreement shall not prejudice any Party's position with respect to any other defense (including, but not limited to, lack of jurisdiction and defective service), response or claim, other than as expressly provided herein. It is specifically understood that Philips is not waiving any statute of limitations which has or will have already expired as of the Effective Date of this Agreement.
5. If at the time Philips is added as a defendant in the MDL Proceeding, the Court has ruled on any other defendants' motions to dismiss, or for summary judgment, Philips may not move to dismiss or for summary judgment on the same grounds which the Court has already considered and rejected. If at the time Philips is added, a class has been certified, Plaintiffs are not required to move again for class certification and the class certification order shall be deemed to apply to claims against Philips provided, however, that Philips shall have the right to challenge the applicability of such ruling to claims asserted against it to the extent that there are unique legal or factual grounds particular to Philips. Any motions decided adversely to the Plaintiffs prior to the time Philips is added back into the MDL Proceeding, shall inure to the benefit of Philips.
6. The running of all limitation periods applicable to any Potential Claims that the Plaintiffs may have against the Philips in connection with the pricing, marketing, sale, and distribution of TFT-LCD, including limitation periods relating to statutes of limitation, statutes of repose, prescription, laches and any other rule or doctrine concerning the timeliness of the Potential Claims, shall be interrupted, suspended, and deemed to have been tolled for the Tolling Period.

7. Neither the execution of this Agreement nor anything contained herein is intended to be, nor shall be deemed to be, an admission or indication of the merits or lack thereof of the claims of the Plaintiffs, an admission of any liability to anyone, or an admission of the existence of facts on which liability could be based, an admission of jurisdiction, or a waiver of service of process, and this Agreement shall not be offered or received into evidence in any proceeding, except as necessary to enforce its terms.
8. Each person signing this Agreement represents and warrants that he or she is authorized and empowered to sign on the behalf of and bind the parties on whose behalf this document has been executed.
9. The Parties agree that they have reviewed this Agreement and have been provided with a sufficient opportunity to revise it. The Parties also each agree that they have had an opportunity to discuss this Agreement with their counsel and fully understand and appreciate the meaning and significance of the words and terms employed herein. Accordingly, the normal rule of construction, to the effect that any ambiguities are to be resolved against the drafting party, shall not be applied in the interpretation of this Agreement or any amendment or modification thereto.
10. No party has assigned, transferred, or granted or purported to assign, transfer or grant any of the claims, demands and cause of causes of action covered by this Agreement.
11. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Agreement constitutes the entire and integrated agreement of the Parties regarding the subject matter hereof and is intended to bind and inure to the benefit only of the Parties and their respective predecessors, successors, assigns, subsidiaries and affiliates.
12. This Agreement may not be extended, modified or altered except by written agreement executed by the Parties or as ordered by the Court, provided however that any Party may change the address for notice set forth below by written notice to the other Party sent by first class mail to the following addresses:

For Philips:

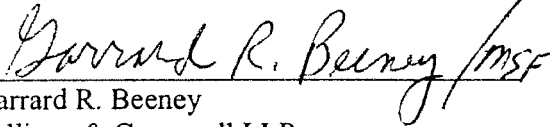
Garrard R. Beeney
SULLIVAN & CROMWELL LLP
125 Broad Street
New York, New York 10004-2498
Telephone: (212) 558-4000
Facsimile: (212) 558-3588

For Plaintiffs:

Bruce L. Simon
PEARSON, SIMON, SOTER,
WARSHAW & PENNY, LLP
44 Montgomery Street, Suite 1200
San Francisco, California 94104
Telephone: (415) 433-9000
Facsimile: (415) 433-9008

Interim Co-Lead Counsel for Direct-Purchaser Plaintiffs


AGREED to this 3rd day of November, 2007:



Garrard R. Beeney
Sullivan & Cromwell LLP
Counsel for Philips



(Philips Representative)



Bruce L. Simon
Interim Co-Lead Counsel for the
Direct-Purchaser Plaintiffs