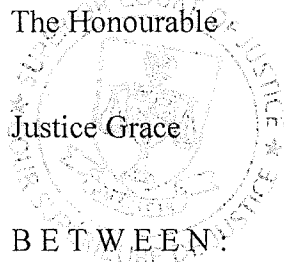


**ONTARIO  
SUPERIOR COURT OF JUSTICE**



The Honourable ) Friday, the 20<sup>th</sup> day  
)  
Justice Grace ) of April, 2018

**B E T W E E N :**

**THE FANSHAWE COLLEGE OF APPLIED ARTS AND TECHNOLOGY**

**Plaintiff**

- and -

HITACHI, LTD., HITACHI ASIA, LTD., HITACHI AMERICA, LTD., HITACHI DISPLAYS LTD, HITACHI ELECTRONIC DEVICES (USA), SHENZHEN SEG HITACHI COLOR DISPLAY DEVICES, LTD., HITACHI CANADA, LTD., IRICO GROUP CORPORATION, IRICO GROUP ELECTRONICS CO. LTD., IRICO DISPLAY DEVICES CO., LTD., LG ELECTRONICS, INC., LG ELECTRONICS TAIWAN TAIPEI CO. LTD., LG ELECTRONICS USA, INC., LG ELECTRONICS CANADA, PANASONIC CORPORATION F/K/A MATSUSHITA ELECTRIC INDUSTRIAL CO. LTD., PANASONIC CORPORATION OF NORTH AMERICA, PANASONIC CANADA INC., KONINKLIJKE PHILIPS ELECTONICS N.V., PHILIPS ELECTRONICS INDUSTRIES (TAIWAN) LTD., PHILIPS DA AMAZONIA INDUSTRIA ELECTRONICA LTDA, PHILIPS ELECTRONICS NORTH AMERICA CORPORATION, PHILIPS ELECTRONICS LTD., SAMSUNG ELECTRONICS CO. LTD., SAMSUNG ELECTRONICS AMERICA INC., SAMSUNG ELECTRONICS CANADA INC., SAMSUNG SDI CO., LTD. (f/k/a SAMSUNG DISPLAY DEVICE CO.), SAMSUNG SDI BRASIL LTDA, SAMSUNG SDI AMERICA, INC., SAMSUNG SDI MEXICO S.A. DE C.V., SHENZHEN SAMSUNG SDI CO. LTD., TIANJIN SAMSUNG SDI CO., LTD., TOSHIBA CORPORATION, TOSHIBA AMERICA ELECTRONIC COMPONENTS INC., TOSHIBA AMERICA INFORMATION SYSTEMS INC., TOSHIBA OF CANADA LIMITED, BEIJING MATSUSHITA COLOR CRT COMPANY, LTD., SAMTEL COLOR, LTD and MT PICTURE DISPLAY CO., LTD

**Defendants**

*Proceeding under the Class Proceedings Act, 1992*

**ORDER  
(Approval of Distribution Protocol and Notice of Claims Process)**

**THIS MOTION** made by the Plaintiff for an Order approving the Distribution Protocol, the publication, short-form and long-form notices of claims process (“Notice of Claims Process”)

and the plan of dissemination of said notices (“Plan of Dissemination”), was heard this day at the Court House, 80 Dundas Street, London, Ontario.

**ON READING** the materials filed, including the Distribution Protocol attached hereto as Schedule “A”;

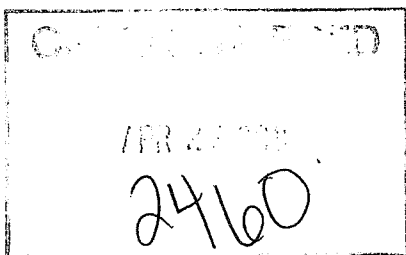
**AND ON HEARING** the submissions of counsel for the Plaintiff;

**AND ON BEING ADVISED** that RicePoint Administration Inc. (“RicePoint”) consents to being appointed as Claims Administrator;

1. **THIS COURT ORDERS** that, for the purposes of this Order, the definitions set out in the Distribution Protocol apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that RicePoint is hereby appointed as Claims Administrator.
3. **THIS COURT ORDERS** that the Distribution Protocol attached hereto as Schedule “A” is hereby approved.
4. **THIS COURT ORDERS** that the Distribution Protocol shall govern the administration of the Settlement Agreements entered into with the following Defendants:
  - (a) Chunghwa Picture Tubes Ltd. and Chunghwa Picture Tubes (Malaysia) SDN. BDH, dated May 19, 2010;
  - (b) Panasonic Corporation (formerly known as Matsushita Electric Industrial Co. Ltd.), Panasonic Corporation of North America, Panasonic Canada Inc., and MT Picture Display Co., Ltd., dated May 20, 2015;

- (c) Japan Display Inc., f/k/a Hitachi Displays Ltd., Hitachi Ltd., Hitachi Asia, Ltd., Hitachi America, Ltd., Hitachi Electric Devices (USA), Inc., and Hitachi Canada, Ltd, dated January 19, 2016;
  - (d) Toshiba Corporation, Toshiba America Electronic Components Inc., Toshiba America Information Systems Inc., Toshiba of Canada Limited, dated May 12, 2016;
  - (e) LG Electronics, Inc., dated August 11, 2016;
  - (f) Philips North America LLC (formerly known as Philips Electronics North America Corporation), dated January 23, 2018; and
  - (g) Samsung SDI Co., Ltd. (f/k/a Samsung Display Device Co.), Samsung SDI America, Inc., Samsung SDI Mexico S.A. de C.V., Tianjin Samsung SDI Co., Ltd, Shenzhen Samsung SDI Co. Ltd and Samsung SDI Brasil Ltda, dated January 24, 2018 (collectively, the “Settlement Agreements”).
5. **THIS COURT ORDERS** that the settlement amounts paid in accordance with the Settlement Agreements shall be distributed by the Claims Administrator in accordance with the Distribution Protocol;
6. **THIS COURT ORDERS** that the publication, short-form and long-form Notice of Claims Process are hereby approved substantially in the form attached hereto as Schedules “B” to “D”.
7. **THIS COURT ORDERS** that the Plan of Dissemination is hereby approved in the form attached hereto as Schedule “E”.

8. **THIS COURT ORDERS** that the Notice of Claims Process shall be disseminated in accordance with the Plan of Dissemination.
9. **THIS COURT ORDERS** that the Claim Form is hereby approved substantially in the form attached hereto as Schedule "F".
10. **THIS COURT ORDERS** that all information provided by claimants as part of the claims process is collected, used and retained by the Claims Administrator, Class Counsel and their agents pursuant to Ontario privacy laws for the purposes of administering the Settlement Agreements, including evaluating the claimant's eligibility status under the Settlement Agreements. The information provided by the claimant shall be treated as private and confidential and shall not be disclosed without the express written consent of the claimant, except in accordance with the Settlement Agreements, the Distribution Protocol and/or orders of the Ontario Court.
11. **THIS COURT ORDERS** that approval of the Distribution Protocol is contingent upon the issuance of Orders by the Supreme Court of British Columbia and the Superior Court of Quebec approving the Distribution Protocol.



  
\_\_\_\_\_  
The Honourable Justice Grace

## **SCHEDULE "A"**

**DISTRIBUTION PROTOCOL**  
**IN THE MATTER OF THE CATHODE RAY TUBES (CRT) CLASS ACTION**  
**SETTLEMENTS**

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## **GENERAL PRINCIPLES OF THE ADMINISTRATION**

1. The procedures set forth herein are intended to govern the administration of the settlement agreements entered into in the Canadian CRT price-fixing class action (the “Settlement Agreements”).
2. The administration shall:
  - (a) implement and conform to the Settlement Agreements, orders of the Courts and this Distribution Protocol;
  - (b) include the establishment and maintenance of the Settlement Website;
  - (c) employ secure, paperless, web-based systems with electronic registration and record keeping wherever possible;
  - (d) rely on the CRT Products sales information provided by the Defendants wherever possible; and
  - (e) be bilingual in all respects.
3. Excluded Persons as defined in the Settlement Agreements are not entitled to the payment of settlement benefits under this Distribution Protocol.
4. Settlement Class Members seeking compensation must disclose and give credit for any compensation received through other proceedings or private out-of-class settlements in relation to their CRT Purchases, unless by such proceedings or private out-of-class settlements the Settlement Class Member's claim was released in its entirety, in which case the Settlement Class Member shall be deemed ineligible for any further compensation.

## DEFINITIONS

5. The definitions set out in the Settlement Agreements apply to and are incorporated herein. Where a term is defined in both the Settlement Agreements and in this Distribution Protocol, the definition in this Distribution Protocol shall govern.
6. For the purpose of this Distribution Protocol:
  - (a) ***Claim Form*** means the paper or electronic form that a Settlement Class Member must complete and submit before the Claims Filing Deadline in order to be considered for settlement benefits under this Distribution Protocol.
  - (b) ***Claims Filing Deadline*** means the date by which Claim Forms (and any required supporting documentation) must be postmarked or electronically submitted in order for Settlement Class Members to be considered for settlement benefits under this Distribution Protocol, which date shall be four (4) months after the first publication of the notice advising Settlement Class Members of the claims process.
  - (c) ***CRT*** means colour picture tubes (CPT) and colour display tubes (CDT) purchased for inclusion in televisions or computer monitors.
  - (d) ***CRT Products*** means CRTs, televisions containing CRTs, and computer monitors containing CRTs.
  - (e) ***CRT Purchases*** means the aggregate amount actually paid by Settlement Class Members for CRT Products purchased in Canada between March 1, 1995 and November 25, 2007, less any rebates or other form of discounts (such as off-invoice, bill-back or scan-back trade promotion payments), delivery or shipping charges, and taxes.



- (f) **Decision Notice** shall have the meaning attributed to it in paragraph 46.
- (g) **Net Settlement Amounts** mean the aggregate of the Settlement Amounts recovered pursuant to the Settlement Agreements, plus any costs awards and accrued interest after payment of Class Counsel Fees as approved by the Courts and after deduction of the Administration Expenses and all taxes (including interest and penalties) accruable with respect to the income earned by the Settlement Amounts.
- (h) **Notional Entitlement** means the value of the Settlement Class Member's claim for the purposes of determining the Settlement Class Member's *pro rata* share of the Net Settlement Amounts, calculated by the Claims Administrator in accordance with paragraphs 7 to 16 below.
- (i) **Online Claim Portal** means a web-based portal created and maintained by the Claims Administrator in accordance with paragraphs 31 to 34 of this Distribution Protocol.
- (j) **Settlement Agreements** has the meaning attributed to it in paragraph 1.
- (k) **Settlement Website** means the website maintained by or on behalf of the Claims Administrator for the purposes of providing Settlement Class Members with information on the Settlement Agreements, the Distribution Protocol, and the claims process, and access to the Online Claim Portal.

## **DISTRIBUTION OF NET SETTLEMENT FUNDS**

### **Calculation of Payments**

7. The Net Settlement Funds will be distributed to qualifying Settlement Class Members *pro rata* (proportionally) based on the value of the qualifying Settlement Class Member's

Notional Entitlement as against the value of all qualifying Settlement Class Members' Notional Entitlement.

8. For the purposes of the *pro rata* distribution, a Settlement Class Member's Notional Entitlement will be calculated based on:
  - (a) the Settlement Class Member's CRT Purchases (see paragraphs 9 to 12);
  - (b) the value of the CRT within the CRT Product (see paragraph 13); and
  - (c) the categorization of the Settlement Class Member (see paragraphs 14 to 16).

(a) The Settlement Class Member's CRT Purchases

9. Where a Settlement Class Member agrees with the purchase information provided by the Defendants or provides proof of purchase in accordance with paragraphs 41(a) or 41(b), the Settlement Class Member's CRT Purchases shall be calculated based on such information.
10. Where a Settlement Class Member purchased CRT Products in a foreign currency, the value of the CRT Products will be converted to CAD from the original currency at the average Bank of Canada rate between March 1, 1995 and November 25, 2007.
11. Where a Settlement Class Member provides proof of purchase in accordance with paragraphs 41(c) or claims for undocumented purchases in accordance with paragraph 28, the Settlement Class Member's CRT Purchases shall be calculated using the following values:
  - (a) Small CRT televisions (screen <30", measured diagonally) will be valued at \$500;
  - (b) Large CRT televisions (screen ≥30", measured diagonally) will be valued at \$1620; and

(c) CRT monitors will be valued at \$320.

12. Where a Settlement Class Member provides proof of purchase of a bundle of products (i.e., a desktop computer) that includes a CRT monitor, and the proof of purchase does not provide a specified cost for the CRT monitor, the CRT monitor will be valued at \$320.

(b) The Value of the CRT within the CRT Product

13. The following values will be applied in order to account for the value of the CRT within the CRT Product, and the stronger liability and damages case for CRTs used in monitors:

(a) CRT Purchases that are attributable to CRT will be valued at 100%;

(b) CRT Purchases that are attributable to small CRT televisions (screen <30", measured diagonally) will be valued at 50%;

(c) CRT Purchases that are attributable to large CRT televisions (screen  $\geq$ 30", measured diagonally) will be valued at 75%; and

(d) CRT Purchases that are attributable to CRT monitors will be valued at 85%.

(c) The Categorization of the Settlement Class Member

14. Settlement Class Members will be categorized into the following purchaser groups based on their position in the distribution chain:

(a) ***Direct Purchaser End User*** means a Settlement Class Member in respect of purchases of CRT Products for its own use and not for commercial resale direct from a Defendant or an entity related to a Defendant;

(b) ***Direct Purchaser Reseller*** means a Settlement Class Member in respect of purchases of CRT Products for commercial resale direct from a Defendant or an entity related to a Defendant;

- (c) ***Other End User*** means a Settlement Class Member in respect of purchases of CRT Products for its own use and not for commercial resale, from an entity that is not a Defendant or related to a Defendant; and
  - (d) ***Other Reseller*** means a Settlement Class Member in respect of purchases of CRT Products for commercial resale, from an entity that is not a Defendant or related to a Defendant.
15. Settlement Class Members may fall into more than one category.
16. The following values will be applied in order to account for the categorization of the Settlement Class Member:
- (a) CRT Purchases made in the capacity of a Direct Purchaser End User will be valued at 100%;
  - (b) CRT Purchases made in the capacity of a Direct Purchaser Reseller will be valued at 25%;
  - (c) CRT Purchases made in the capacity of an Other End User will be valued at 80%;  
and
  - (d) CRT Purchases made in the capacity of an Other Reseller will be valued at 15%.

**Sample Calculation**

17. If a Direct Purchaser Reseller purchased \$100,000 worth of small CRT televisions, its Notional Entitlement for the purpose of determining its *prorata* share of the Net Settlement Amount would be calculated as follows:

$\$100,000$  (representing the CRT Purchases)  $\times .5$  (representing the value of the CRT within the CRT Product)  $\times .25$  (representing the categorization of the Settlement Class Member) =  $\$12,500$ .

18. Assuming the value of all qualifying Settlement Class Members' Notional Entitlement totalled  $\$10$  million, this Settlement Class Member would be entitled to 0.125% ( $\$12,500/\$10$  million) of the Net Settlement Funds.

### **Minimum Payment**

19. Subject to further directions of the Ontario Court, all Eligible Settlement Class Members will receive a minimum payment of  $\$20$ . The  $\$20$  valuation target is not an estimate of any damages suffered. It is a minimum administrative threshold designed to maintain a feasible economic and administrative platform for the settlement distribution.

### **Directions from the Ontario Court**

20. In consultation with Class Counsel, the Claims Administrator can seek directions from the Ontario Court with respect to the distribution of the Net Settlement Funds to ensure a fair and cost effective distribution of the Net Settlement Funds.

## **THE CLAIMS PROCESS**

### **Contents of the Claim Form**

21. The Claim Form shall require Settlement Class Members to provide the following:
- (a) name and contact information;
  - (b) the purchase information described in paragraphs 23 to 28 below, as applicable;
  - (c) information that will allow the Claims Administrator to determine the categorization of the Settlement Class Member in accordance with paragraph 14;

- (d) disclosure about whether the Settlement Class Member or any entity related to the Settlement Class Member has received compensation through other proceedings or private out-of-class settlements and/or provided a release in respect of any of the Settlement Class Member's purchases of CRT Products, and provide details of the compensation received and the claims released;
  - (e) authorization to the Claims Administrator to contact the Settlement Class Member or its representative, as the Claims Administrator deems appropriate for more information and/or to audit the Claim Form;
  - (f) a declaration that the information submitted in the Claim Form is true and correct; and
  - (g) if the Claim Form is submitted by a third-party on behalf of a Settlement Class Member (including a parent company claiming on behalf of a subsidiary or affiliate), the third-party must provide a signed statement from that Settlement Class Member at the time the Claim Form is filed authorizing the third-party to file the Claim Form on its behalf.
22. The Claim Form will contain an option for Settlement Class Members to consent to the Claims Administrator retaining the information provided in the Claim Form for the purpose of filing a future claim in other electronic component price-fixing class actions, including consent to receiving correspondence and/or notices relating to other electronic component price-fixing class actions by email or direct mail.

**Purchase Information Required as Part of a Claim Form**

Settlement Class Members relying on Defendant sales data

23. Where the Defendants have provided sales information in respect of a Settlement Class Member, the fields in the Online Claim Portal relating to the Settlement Class Member's

CRT Purchases shall be automatically populated with the sales information provided by the Defendants.

24. The Settlement Class Member will be given the opportunity to agree with the purchase information provided by the Defendants. Where the Settlement Class Member agrees with the purchase information provided by the Defendants, the Settlement Class Member must provide a declaration attesting to its CRT Purchases broken down by type of CRT Product and no other proof of purchase is required.

Settlement Class Members claiming for purchases not substantiated by Defendant sales data

25. Subject to paragraph 28, where the Defendants have not provided sales information in respect of a Settlement Class Member and/or the Settlement Class Member is claiming for purchases of CRT Products in addition to those substantiated by the Defendants' data, the Settlement Class Member must provide a declaration attesting to its CRT Purchases broken down by type of CRT Product.
26. Where a Settlement Class Member has purchase records for CRT Purchases for at least two years between March 1, 1995 and November 25, 2007, or a Defendant provided purchase information in respect of a Settlement Class Member for at least two years between March 1, 1995 and November 25, 2007, the Settlement Class Member can use such records to extrapolate its CRT Purchases for the remainder of the period between March 1, 1995 and November 25, 2007.
27. If the Settlement Class Member is audited, it will be required to provide proof of purchase in accordance with paragraph 41 below.

Settlement Class Members Filing for Undocumented CRT Products

28. Settlement Class Members may file a Claim Form in respect of up to two undocumented CRT Product purchases. The Settlement Class Member must provide a declaration attesting to their purchases of CRT Products and identifying the type of CRT Product(s) purchased.

**Assistance in Filing a Claim Form**

29. Settlement Class Members can contact the Claims Administrator or Class Counsel, at no charge, with questions about how to complete a Claim Form.
30. Settlement Class Members may utilize third-party claims services, a lawyer of their own choosing, or similar services to file Claim Forms. If a Settlement Class Member chooses to use a third-party claims service, a lawyer of their own choosing, or similar services, the Settlement Class Members will be responsible for any and all expenses incurred in doing so.

**The Online Claim Portal**

31. The Claims Administrator shall create an Online Claim Portal that Settlement Class Members can access in order to file a Claim Form online and shall provide the necessary administration support to enable Settlement Class Members to do so.
32. The Online Claim Portal shall be accessible from the Settlement Website.
33. The Online Claim Portal shall contain fields that require the Settlement Class Member to provide all applicable information required as part of the Claim Form, in accordance with paragraphs 21 to 28 above.
34. The Claims Administrator shall develop procedures for tracking and recording in an electronic format the following information, as it is entered into the Online Claim Portal



or provided by Settlement Class Members who file hardcopy Claim Forms in accordance with paragraph 37 below:

- (a) names, addresses, and purchase data of the Settlement Class Members;
- (b) supporting documents provided by Settlement Class Members as part of the claims process; and
- (c) any other information that might be useful in the claims administration process.

**The Process for Filing a Claim Form**

- 35. Settlement Class Members will be encouraged to complete and submit a Claim Form electronically using the Online Claim Portal. Subject to further order of the Ontario Court, Claim Forms must be submitted on the Online Claim Portal on or before the Claim Filing Deadline.
- 36. Where a Settlement Class Member has been identified by the Defendants, the Claims Administrator shall provide to the Settlement Class Member, in writing, by e-mail or regular mail, its personal user name and password to permit that Settlement Class Member access to the Online Claim Portal.
- 37. If a Settlement Class Member does not have internet access or is otherwise unable to submit a Claim Form using the Online Claim Portal, the Settlement Class Member can register over the telephone with the Claims Administrator and the Claims Administrator shall send the Settlement Class Member a hardcopy Claim Form by mail. Subject to paragraph 44 or further order of the Ontario Court, the completed and executed hardcopy Claim Form must be submitted to the Claims Administrator postmarked no later than the Claims Filing Deadline. Settlement Class Members who are corporate entities or who are

filing claims in respect of CRT Purchases exceeding \$25,000 must submit a Claim Form using the Online Claim Portal.

38. Members of a family residing at the same address must pool their CRT Purchases together and file a single “household” Claim Form. Persons under the age of 18 are not permitted to file a Claim Form. Settlement benefits payable in respect of a household Claim Form will be issued to the person filing the Claim Form on behalf of the household.

#### **Audits**

39. Where the Settlement Class Member is filing for undocumented CRT Purchases pursuant to paragraph 28 or the Settlement Class Member agrees with sales information provided by a Defendant, the Settlement Class Member’s claim shall not be subject to an audit, unless the Claims Administrator suspects fraudulent activity.
40. Where the Settlement Class Member was not identified by Defendants and/or is claiming for additional purchases, the Claims Administrator shall audit:
- (a) a random selection of at least 10% of claims; and
  - (b) claims representing the top 15% of claims (measured by Notional Entitlement).
41. The Claims Administrator shall notify the Settlement Class Member, by email or by regular mail, that the Settlement Class Member’s claim is the subject of an audit and the requirement to provide documentary proof in any of the following forms:
- (a) invoices, receipts, delivery or packing slips, purchase records, historical accounting records, or comparable verification that is acceptable to the Claims Administrator.

- (b) a declaration attesting to the purchase and value of the purchase, together with a credit card statement, a bank statement, cancelled cheque, wire transfer confirmations, or comparable verification that is acceptable to the Claims Administrator.
- (c) a declaration attesting to the purchase(s), together with proof of product registration, rebate documents that evidence the CRT Product purchased, warranty documents that evidence the CRT Product purchased, the serial number of the CRT Product(s) purchased, a repair invoice identifying the CRT Product(s), or comparable verification that is acceptable to the Claims Administrator.
- (d) In addition, where a Settlement Class Member has extrapolated its purchase records in accordance with paragraph 26 above, the Settlement Class Member must provide a declaration explaining the basis for and calculation of the extrapolation of purchases.

42. At its sole discretion, the Claims Administrator can elect to audit any claim and can reject a claim, in whole or in part, where, in the Claims Administrator's view, the Settlement Class Member has submitted insufficient or false information or has otherwise engaged in fraudulent conduct.

**Deficiencies**

43. If the Claims Administrator finds that deficiencies exist in a Claim Form or other required information, the Claims Administrator shall notify the Settlement Class Member, by email or regular mail, of the deficiencies. The Claims Administrator shall allow the Settlement Class Member thirty (30) days from the date of such notice to correct the deficiencies. If the deficiencies are not corrected within the thirty (30) day

period, the Claims Administrator may reject the Claim Form. The Online Claim Portal shall be designed so as to minimize the possibility of deficient Claim Forms.

#### **Adjustments to Claims Process and Extension of the Claims Filing Deadline**

44. By agreement between the Claims Administrator and Class Counsel, the Claims Filing Deadline may be extended and the Claims Administrator may adjust the claims process. Class Counsel and the Claims Administrator shall agree to extend the Claims Filing Deadline and/or adjust the claims process if, in their opinions, doing so will not adversely affect the fair and efficient administration of the Net Settlement Funds and it is in the best interests of the Settlement Class Members to do so.

#### **Claims Administrator's Decision**

45. In respect of each Settlement Class Member who has filed a Claim Form in accordance with this Distribution Protocol, the Claims Administrator shall:
- (a) decide whether the Settlement Class Member is eligible to receive settlement benefits payable out of the Net Settlement Amounts in accordance with the Settlement Agreements, orders of the Courts and this Distribution Protocol;
  - (b) verify the Settlement Class Member's CRT Purchases;
  - (c) make a determination of the value of the Settlement Class Member's Notional Entitlement in accordance with the Settlement Agreements, orders of the Courts and this Distribution Protocol; and
  - (d) make a determination of the appropriate categorization of the Settlement Class Member in accordance with paragraph 14.
46. The Claims Administrator shall send to the Settlement Class Member, by email or regular mail, a decision as to the approval or rejection of the claim and the determination of the

Notional Entitlement and their categorization (the “Decision Notice”). Where the Claims Administrator has rejected all or part of a claim (or recategorized any purchases), the Claims Administrator shall include in the Decision Notice its grounds for rejecting or recategorizing all or part of the claim.

47. The Claims Administrator’s decision will be binding upon the Settlement Class Member, subject to the Settlement Class Member’s right to appeal, as outlined in paragraphs 48 to 55.

**Appeal of the Claims Administrator’s Decision**

48. The right to appeal is limited to circumstances where the value of the disputed Notional Entitlement is greater than \$100,000.
49. Appeals must be submitted within thirty (30) days from the date of the Decision Notice.
50. The following grounds shall not be grounds for appeal:
  - (a) the refusal of the Claims Administrator to accept a Claim Form postmarked or electronically submitted after the Claims Filing Deadline;
  - (b) the refusal of the Claims Administrator to accept a claim where the Settlement Class Member has not cooperated with the Claims Administrator in respect of any audit conducted by the Claims Administrator in respect of that Settlement Class Member’s claim; or
  - (c) the refusal of the Claims Administrator to accept a claim where the Settlement Class Member did not declare that the information submitted in the Claim Form is true and correct.

51. Appeals will be determined by the Ontario Court or a third-party designated by the Ontario Court.
52. Appeals will be on the basis of written submissions, supported by the documentation provided by the Settlement Class Member as part of the claims process. Settlement Class Members are not permitted to provide any new documentation as part of the appeal. Any new documentation provided as part of the appeal will not be provided to the Ontario Court or its designee for consideration.
53. The Claims Administrator must provide to the Ontario Court or its designee a copy of the documentation provided by the Settlement Class Member as a part of the claims process, the Decision Notice, and any other information that might be reasonably useful in the determination of the appeal, and make written submissions to the Ontario Court or its designee as is reasonably necessary.
54. Notwithstanding the foregoing, the Ontario Court or its designee, acting in its sole discretion, can request oral submissions (to be provided via teleconference or videoconference, as requested by the Ontario Court or its designee) from the Settlement Class Member and/or Claims Administrator.
55. The decision on the appeal is final and binding and shall not be subject to any further appeal or review whatsoever.

**Payment of Settlement Benefits**

56. As soon as practicable after the claims evaluations and any appeals are completed, the Claims Administrator shall report to Class Counsel the particulars of the proposed distribution to each eligible Settlement Class Member.

57. The Claims Administrator shall make arrangements to pay approved claims as expeditiously as possible. For individual claimants, payments will be made by e-transfer where an email address has been provided or cheque where no email address has been provided or the Settlement Class Member has made other arrangements with the Claims Administrator. For commercial claimants, payments will be issued by cheque.
58. To the extent that the full Net Settlement Amounts are not paid out due to uncashed e-transfers or cheques, residual interest or otherwise, subject to further Order of the Ontario Court, such monies shall be paid to One Laptop Per Child Canada if the amount is equal or less than \$10,000, less any amounts payable to the Quebec Fonds d'aide aux actions collectives, as calculated pursuant to paragraph 59. For distribution of any amount above \$10,000, further direction of the Ontario Court shall be sought.
59. The *cy pres* payments shall be less any amounts payable to the Fonds d'aide aux actions collectives, pursuant to section 42 of the *Act respecting the Fonds d'aide aux actions collectives*, CQLR c. F-3.2.0.1.1 and calculated in accordance with Article 1. (2°) of the Regulation respecting the percentage withheld by the *Fonds d'aide aux actions collectives*, R.S.Q. c. F-3.2.0.1.1, r. 2. For the purposes of calculating the amount payable to the *Fonds d'aide aux actions collectives*, 23.6%<sup>1</sup> of the *cy pres* payment will be notionally allocated to Quebec.

## **THE CLAIMS ADMINISTRATOR'S DUTIES AND RESPONSIBILITIES**

### **Supervisory Powers of the Ontario Court**

60. The Claims Administrator shall administer the Settlement Agreements and this Distribution Protocol under the ongoing authority and supervision of the Ontario Court.

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<sup>1</sup> 23.6% represents that portion of the Canadian population that resides in Quebec based on information from Statistics Canada's website.

### **Investment of Settlement Funds**

61. The Settlement Amounts shall be held in a guaranteed investment vehicle, liquid money market account or equivalent security with a rating equivalent to or better than that of a Canadian Schedule I bank (a bank listed in Schedule I of the *Bank Act*, SC 1991, c 46) held at a Canadian financial institution.

### **Communication, Languages and Translation**

62. Where a Claim Form is filed by a third-party claims agent or lawyer on behalf of a Settlement Class Member, unless the Settlement Class Member requests otherwise, all communications shall be made to the third-party claims agent or lawyer.
63. The Claims Administrator shall establish a toll-free number for calls from Canada.
64. The Claims Administrator shall dedicate sufficient personnel to respond to Settlement Class Members' inquiries in English or French, as the Settlement Class Member elects.
65. All written communications from the Claims Administrator to a Settlement Class Member shall be transmitted via email if an email address has been provided, or if an email address has not been provided, by regular mail.

### **Undeliverable Mail**

66. The Claims Administrator shall have no responsibility for locating Settlement Class Members for any mailing returned to the Claims Administrator as undeliverable.
67. The Claims Administrator shall have the discretion, but is not required, to reissue payments to Settlement Class Member returned as undeliverable under such policies and procedures as the Claims Administrator deems appropriate. Any costs associated with locating current address information for the Settlement Class Member shall be deducted from that Settlement Class Member's settlement benefits.



68. Where a Settlement Class Member who is entitled to payment of greater than \$20 requests an e-transfer be reissued, \$10 shall be deducted from that Settlement Class Member's settlement benefits representing the costs of reissuing payment. Where a Settlement Class Member who is entitled to payment of greater than \$20 requests a cheque be reissued, \$15 shall be deducted from that Settlement Class Member's settlement benefits representing the costs of reissuing payment. Subject to the sole discretion of the Claims Administrator, payments for \$20 will not be reissued.

#### **Fraudulent Claim Forms**

69. The Claims Administrator shall develop and implement processes to detect possible fraudulent conduct, including monitoring Claim Forms for unusual activity and multiple Claim Forms being filed from the same address and using the same serial number.

#### **Taxes**

70. The Claims Administrator shall take all reasonable steps to minimize the imposition of taxes upon the Net Settlement Funds and shall pay any taxes imposed on such monies out of the Net Settlement Funds.

#### **Reporting**

71. The Claims Administrator shall provide regular reports to Class Counsel regarding the administration.
72. The Claims Administrator shall provide any reports requested by the Courts.

#### **Preservation and Disposition of Claim Submissions**

73. Subject to paragraph 76, the Claims Administrator shall preserve, in hard copy or electronic form, as the Claims Administrator deems appropriate, Claim Forms, documents relating to the Claim Forms, and documents relating to the claims administration, including customer and sales information provided by the Defendants,

until two (2) years after all settlement monies or court awards have been paid out to Settlement Class Members, and at such time shall destroy such documents by shredding, deleting, or such other means as will render the materials permanently illegible.

**Assistance to the Claims Administrator**

74. The Claims Administrator shall have the discretion to enter into such contracts and obtain financial, accounting, and other expert assistance as are reasonably necessary in the implementation of the Settlement Agreements and this Distribution Protocol, provided that related expenses are paid out of the Claims Administrator's fees or approved by the Ontario Court in advance.

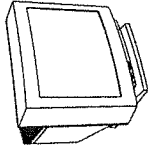
**Confidentiality**

75. All information received from the Defendants or the Settlement Class Members is collected, used, and retained by the Claims Administrator pursuant to the *Personal Information Protection and Electronic Documents Act*, SC 2000 c 5 for the purposes of administering the Settlement Agreements, including evaluating the Settlement Class Member's eligibility status under the Settlement Agreements. The information provided by the Settlement Class Member is strictly private and confidential and will not be disclosed without the express written consent of the Settlement Class Member, except in accordance with the Settlement Agreements, orders of the Courts and/or this Distribution Protocol.
76. If a Settlement Class Member consents, information respecting a Claim Form filed by that Settlement Class Member may be preserved and used by the Claims Administrator in the future administration of settlement agreements relating to alleged price-fixing of other electronic components. The information shall continue to be treated as strictly private and

confidential and subject to the protections of the *Personal Information Protection and Electronic Documents Act*, SC 2000 c 5.

## **SCHEDULE "B"**

# DID YOU PURCHASE CRT PRODUCTS?



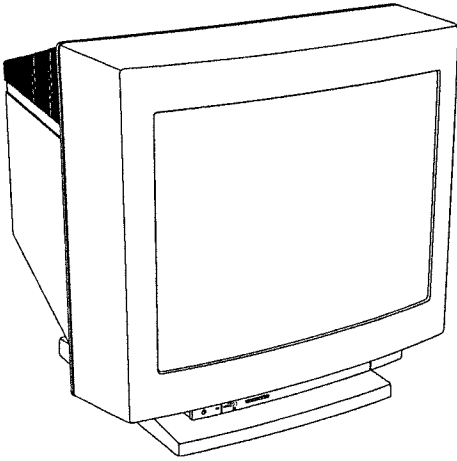
Did you purchase CRTs (cathode ray tubes), CRT televisions or CRT computer monitors between March 1995 and November 2007?

If so, you could be entitled to compensation as part of class action settlements totalling approximately \$49.8 million. You can apply to receive a payment online at [claims website] no later than [date].

You are represented by: Siskinds LLP (London, ON), Camp Fiorante Matthews Mogerman (Vancouver, BC) and Siskinds Desmeules s.e.n.c.r.l. (Quebec City, QC).

For more information and relevant deadlines, visit [claims website]  
email [claims email] or call 1-800-XXX-XXXX

## **SCHEDULE "C"**



# Did you purchase CRTs (cathode ray tubes), CRT televisions or CRT computer monitors between March 1995 and November 2007?

**IF SO, APPLY NOW TO RECEIVE MONEY FROM CLASS ACTION SETTLEMENTS.**

#### **WHAT IS A CLASS ACTION?**

A class action is a lawsuit filed by one person on behalf of a large group of people with the same concerns.

#### **WHAT IS THIS CLASS ACTION ABOUT?**

Class actions were commenced in Canada alleging an unlawful conspiracy to fix prices for CRTs and products containing CRTs.

CRTs were commonly used in televisions and computer monitors. CRTs have now largely been replaced by flat-panel technology, including LCDs and plasmas.

Settlements totalling CDN\$49.8 million were reached with the Chunghwa, Panasonic, Toshiba, Hitachi, LG Electronics, Philips and Samsung SDI defendants. The settlements have received court approval in Ontario, British Columbia and Quebec. The settlements are a compromise of disputed claims and are not admissions of liability.

#### **AM I ELIGIBLE TO RECEIVE MONEY?**

You are eligible to receive money if you purchased CRTs, CRT televisions and/or CRT monitors between March 1, 1995 and November 25, 2007. You can claim with respect to all CRT products purchased, regardless of the manufacturer or brand.

#### **HOW MUCH MONEY WILL I RECEIVE?**

The settlement funds (plus any costs awards and accrued interest and less approved fees and expenses) are available for distribution to eligible claimants. Payments will be distributed on a proportional basis, based on the value of your claim relative to the value of all approved claims.

The value of your claim for the purpose of determining your share of the settlement funds will be calculated based on: (a) the dollar value of your CRT purchases; (b) the value of the CRT within the CRT product you purchased; and (c) your categorization as a Direct Purchaser End User, Direct Purchaser Reseller, Other End User and/or Other Reseller.

Visit [claims website] for more information.

#### **DO I NEED PROOF OF PURCHASE?**

You may file an undocumented claim for up to two CRT products.

If you purchased more than two CRT products, your claim can be substantiated by sales records provided by the defendants (where available). If you did not purchase directly from a defendant and/or sales data is not available, you may be required to provide purchase records.

Visit [claims website] for more information.

#### **HOW DO I APPLY TO RECEIVE A PAYMENT?**

Applications can be submitted online at [claims website]. If you do not have internet access, call the claims administrator at [1-800-XXX-XXXX].

#### **WHAT IS THE DEADLINE FOR APPLYING TO RECEIVE PAYMENTS?**

Applications must be made no later than [month], [day], 2018.

#### **WHEN WILL I RECEIVE MY MONEY?**

Accurate processing takes time. Depending on the number of applications filed, it could be up to one year before you receive compensation. Please check [claims website] for regular updates.

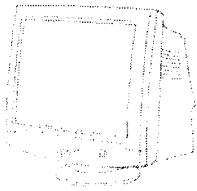
#### **WHO AM I REPRESENTED BY?**

You are represented by: Siskinds LLP (London, ON), Camp Fiorante Matthews Mogergerman (Vancouver, BC) and Siskinds Desmeules s.e.n.c.r.l. (Quebec City, QC).

**HAVE MORE QUESTIONS? Visit us at [claims website]  
email [claims email] or call 1-800-XXX-XXXX**

## **SCHEDULE "D"**





**DID YOU PURCHASE CRTS (CATHODE RAY TUBES), CRT  
TELEVISIONS OR CRT COMPUTER MONITORS  
BETWEEN MARCH 1, 1995 AND NOVEMBER 25, 2007?**

**IF SO, APPLY NOW TO RECEIVE MONEY FROM CLASS ACTION SETTLEMENTS  
THE DEADLINE TO APPLY TO RECEIVE A PAYMENT IS ●.**

**1. WHAT ARE THE CLASS ACTIONS ABOUT?**

Class action lawsuits were commenced in Ontario, British Columbia, and Quebec alleging that the defendants conspired to fix prices for CRTs and CRT Products sold in Canada (collectively the “CRT Proceedings”).

CRT is a type of display device that was commonly used in televisions and computer monitors. CRT has now largely been replaced by flat-panel technology, including LCDs and plasmas.

In this notice, “CRT” means cathode ray tubes, including colour picture tubes (CPT) and colour display tubes (CDT) that were purchased for inclusion in televisions or computer monitors.

“CRT Products” means CRTs, televisions containing CRTs and computer monitors containing CRTs.

**2. WHAT SETTLEMENTS HAVE BEEN ACHIEVED IN THE CLASS ACTIONS?**

Settlements were reached with the following groups of defendants:

<b>Defendants</b>	<b>Settlement Amount</b>
Chunghwa Picture Tubes Ltd. and Chunghwa Picture Tubes (Malaysia) SDN. BHD.	CDN\$2,000,000
Panasonic Corporation f/k/a Matsushita Electric Industrial Co. Ltd., Panasonic Corporation of North America, Panasonic Canada Inc., MT Picture Display Co., Ltd., Beijing Matsushita Color CRT Company, Ltd.	CDN\$4,150,000
Toshiba Corporation, Toshiba America Electronic Components Inc., Toshiba America Information Systems Inc., and Toshiba of Canada Limited	USD\$2,950,000
Hitachi Ltd., Japan Display Inc., f/k/a Hitachi Displays Ltd., Hitachi Asia, Ltd., Hitachi America, Ltd., Hitachi Electronic Devices (USA), Inc., and Hitachi Canada, Ltd.	USD\$2,050,000

**Questions? Visit [claims website]; email [claims email]; or call toll-free 1-800-XXX-XXXX**

<b>Defendants</b>	<b>Settlement Amount</b>
LG Electronics, Inc., LG Electronics USA, Inc., LG Electronics Canada, LG Electronics Taiwan Taipei Co., Ltd.	CDN\$7,750,000
Koninklijke Philips Electronics N.V., Philips Electronics North America Corporation, Philips Electronics Ltd., Philips Electronics Industries (Taiwan) Ltd., Philips da Amazonia Industria Electronica Ltda.	CDN\$12,396,500
Samsung SDI Co., Ltd. (f/k/a Samsung Display Device Co.), Samsung SDI America, Inc., Samsung SDI Mexico S.A. de C.V., Tianjin Samsung SDI Co., Ltd., Shenzhen Samsung SDI Co. Ltd and Samsung SDI Brasil Ltda	CDN\$16,980,000

All of these settlements have received court approval. The settling defendants do not admit any wrongdoing or liability.

### **3. DISTRIBUTION OF SETTLEMENT FUNDS**

#### **A. Amount Available for Distribution**

The settlements achieved in this litigation total approximately CDN \$49.8 million. The aggregate settlement funds, plus any costs awards and interest, and less court approved legal fees, disbursements, administration expenses, and applicable taxes ("Net Settlement Amount"), are available for compensation to eligible Settlement Class Members (defined below). The Net Settlement Amount equals approximately CDN\$● million.

The Ontario, British Columbia and Quebec courts approved a protocol for distributing the Net Settlement Amount. A copy of the distribution protocol is available at ● [claims website].

#### **B. Persons Eligible to Claim**

Settlement Class Members are eligible to file a claim. Settlement Class Members are all persons in Canada who purchased CRTs Products in Canada between March 1, 1995 and November 25, 2007, except the defendants and certain parties related to the defendants.

Settlement Class Members can claim with respect to all CRT Products purchased, regardless of the manufacturer or brand.

#### **C. How Settlement Funds will be Distributed**

The Net Settlement Amount will be distributed to eligible Settlement Class Members *pro rata* (proportionately) based on the value of the Settlement Class Member's Notional Entitlement, as compared to the value of all qualifying Settlement Class Members' Notional Entitlements. Because settlement benefits are being distributed *pro rata*, the amount payable to individual claimants will not be known until after the claims process is complete.

**Questions? Visit [claims website]; email [claims email]; or call toll-free 1-800-XXX-XXXX**

#### **D. Calculation of Notional Entitlement**

For the purpose of the distribution, a Settlement Class Member's Notional Entitlement will be calculated based on: (a) the Settlement Class Member's CRT Purchases; (b) the value of the CRT within the CRT Product, and (c) the categorization of the Settlement Class Member.

##### **(a) The Settlement Class Member's CRT Purchases**

"CRT Purchases" means the aggregate amount actually paid by Settlement Class Members for CRT Products between March 1, 1995 to November 25, 2007, less any rebates, discounts, delivery or shipping charges and taxes.

Where possible, Settlement Class Members will be able to rely on sales records provided by the defendants to establish their CRT Purchases. Settlement Class Members may also rely on their own purchase records.

Where a Settlement Class Member did not maintain proof of purchase, the Settlement Class Member can file a claim for up to two CRT Products. These claims are not subject to audit. The following values will be assigned for the purposes of determining the Settlement Class Member's CRT Purchases:

- Small CRT televisions (screen <30", measured diagonally) will be valued at \$500;
- Large CRT televisions (screen ≥30", measured diagonally) will be valued at \$1,620; and
- CRT monitors will be valued at \$320.

Where a Settlement Class Member provides proof of purchase of a bundle of products (i.e. a desktop computer) that includes a CRT monitor, and the proof of purchase does not provide a specific cost for the CRT monitor, the CRT monitor will be valued at \$320.

##### **(b) The Value of the CRT within the CRT Product**

For the purposes of calculating a Settlement Class Member's Notional Entitlement, the following values will be applied in order to account for the value of the CRT within the CRT Product, and the stronger liability and damages case for CRTs used in monitors:

- CRT Purchases that are attributable to CRT will be valued at 100%;
- CRT Purchases that are attributable to small CRT televisions (screen <30", measured diagonally) will be valued at 50%;
- CRT Purchases that are attributable to large CRT televisions (screen ≥30", measured diagonally) will be valued at 75%; and
- CRT Purchases attributable to CRT monitors will be valued at 85%.

**Questions? Visit [claims website]; email [claims email]; or call toll-free 1-800-XXX-XXXX**

(c) The Categorization of the Settlement Class Member

Settlement Class Members will be categorized into purchaser groups depending on their position in the distribution chain. Settlement Class Members can fall within multiple purchaser groups. The purchaser groups are as follows:

- Direct Purchaser End User: means a Settlement Class Member in respect of purchases of CRT Products for its own use and not for commercial resale direct from a defendant or an entity related to a defendant. CRT Purchases made in the capacity of a Direct Purchaser End User will be valued at 100%;
- Direct Purchaser Reseller: means a Settlement Class Member in respect of purchases of CRT Products for commercial resale direct from a defendant or an entity related to a defendant. CRT Purchases made in the capacity of a Direct Purchaser Reseller will be valued at 25%;
- Other End User: means a Settlement Class Member in respect of purchases of CRT Products for its own use and not for commercial resale, from an entity that is not a defendant or related to a defendant. CRT Purchases made in the capacity of an Other End User will be valued at 80%; and
- Other Reseller: means a Settlement Class Member in respect of purchases of CRT Products for commercial resale, from an entity that is not a defendant or related to a defendant. CRT Purchases made in the capacity of an Other Reseller will be valued at 15%.

(d) Sample Calculation

If a Direct Purchaser Reseller purchased \$100,000 worth of small CRT televisions, its Notional Entitlement for the purpose of determining its *pro rata* share of the Net Settlement Amount would be calculated as follows:

$$\$100,000 \text{ (representing the CRT Purchases)} \times .5 \text{ (representing the value of the CRT within the CRT Product)} \times .25 \text{ (representing the categorization of the Settlement Class Member)} = \$12,500$$

Assuming the value of all qualifying Settlement Class Members' Notional Entitlement totalled \$10 million, this Settlement Class Member would be entitled to 0.125% (\$12,500/\$10 million) of the Net Settlement Funds.

These numbers do not reflect the actual amount to be paid to Settlement Class Members, but rather the value of their Notional Entitlement for the purpose of determining their prorata share in the Net Settlement.

(e) Minimum Payments

Notwithstanding the above and subject to further order of the Ontario court, all Settlement Class Members with valid claims will receive a minimum payment of \$20. The \$20 valuation target is not an estimate of any damages suffered. It is a minimum administrative threshold designed to maintain a feasible economic and administrative platform for the settlement distribution.

**Questions? Visit [claims website]; email [claims email]; or call toll-free 1-800-XXX-XXXX**

#### 4. APPLYING TO RECEIVE A PAYMENT

(a) Filing a claim

Settlement Class Members who wish to apply for compensation under the settlements must apply no later than ●[date]. Claims that are not made before the deadline may not be eligible for compensation. You can apply online to receive a payment at ●[claims website]. If you do not have internet access, but wish to apply to receive a payment, please contact the claims administrator at ●[number].

(b) Proof of Purchase and Undocumented Claims

**Relying on defendants' data:** Where possible, Settlement Class Members will be able to rely on the defendants' sales records to establish their purchases. This information will be provided by email or letter by the claims administrator and will be pre-populated on the online claims portal. Settlement Class Members who exclusively rely on defendants' sales data to substantiate their claims will not be subject to audit and will not be required to provide proof of purchase (unless fraud is suspected).

**Relying on personal purchase records:** Where sales data is not available and/or a Settlement Class Member claims for purchases of CRT Products in addition to those substantiated by the defendants' data, the Settlement Class Member must provide a declaration attesting to: (a) the type of CRT Products purchased, (b) the value of the CRT Products, and (c) the capacity in which the CRT Products were purchased. If a Settlement Class Member's claim is selected for audit, the Settlement Class Member will be required to provide proof of purchase. Details respecting the audit process and ways to provide proof of purchase are included in the Distribution Protocol found at ●[claims admin website].

**Extrapolating purchases:** Where a Settlement Class Member has purchase records for CRT Purchases for at least two years between March 1, 1995 and November 25, 2007, or a defendant provided purchase information in respect of a Settlement Class Member for at least two years between March 1, 1995 and November 25, 2007, the Settlement Class Member can use such records to extrapolate its CRT Purchases for the remainder of the period between March 1, 1995 and November 25, 2007. If audited, the Settlement Class Member will be required to provide a declaration explaining the basis for and calculation of the extrapolation.

**Undocumented purchases:** Recognizing that some Settlement Class Members will not have retained proof of purchase, Settlement Class Members can file claims in respect of up to two CRT Products that are not supported by documentary proof of purchase. Where a Settlement Class Member has filed a claim not supported by documentary proof of purchase or the proof of purchase does not disclose the value of the CRT Product, the CRT Product will be assigned the values listed in Part 3(D)(a) above. These claims are not subject to audit and no proof of purchase will be required (unless fraud is suspected).

#### 5. CLAIMS ADMINISTRATOR

The courts have appointed ●[name of administrator] (an independent third-party) to receive and review claims, make determinations in respect of direct payment benefits, and issue payments to eligible class members.

Questions regarding the claims process should be directed to ●[name of administrator] at ● [number] or ● [email].

Questions? Visit [claims website]; email [claims email]; or call toll-free 1-800-XXX-XXXX

## 6. CLASS COUNSEL AND LEGAL FEES

The law firm of Siskinds <sup>LLP</sup> represents Settlement Class Members in Ontario, and in provinces other than British Columbia or Quebec, as well as corporations of more than 50 employees in Quebec. Siskinds <sup>LLP</sup> can be reached at:

Telephone (toll free): 1-800-461-6166 ext. 2455

Email: [crtclassaction@siskinds.com](mailto:crtclassaction@siskinds.com)

Mail: 680 Waterloo Street, London, ON N6A 3V8 Attention: Charles Wright

The law firm of Camp Fiorante Matthews Mogerman represents Settlement Class Members in British Columbia. British Columbia Class Counsel can be reached at:

Telephone: 604-689-7555

Email: [jwinstanley@cfmlawyers.ca](mailto:jwinstanley@cfmlawyers.ca)

Mail: #400 - 856 Homer Street, Vancouver, BC V6B 2W5 Attention: Jen Winstanley

The law firm of Siskinds Desmeules s.e.n.c.r.l. represents individuals and corporations of 50 or less employees who are Settlement Class Members in Québec. Québec Class Counsel can be reached at:

Telephone: 418-694-2009

Email: [recours@siskindsdesmeules.com](mailto:recours@siskindsdesmeules.com)

Mail: Les Promenades du Vieux-Québec, 43 rue De Buade, bureau 320, Québec City, QC G1R 4A2 Attention: Caroline Perrault

You do not need to pay out-of-pocket for the lawyers working on the class actions. The lawyers were paid from the settlement funds in the amount approved by the courts.

## 7. QUESTIONS ABOUT THE SETTLEMENTS

More information about the settlements, the distribution of the settlement funds and the claims process is available online at ●[claims website], by email at ●[email] or by calling toll-free ●[number].

## 8. INTERPRETATION

This notice contains a summary of some of the terms of the settlement agreements and the distribution protocol. If there is a conflict between the provisions of this notice and the settlement agreements (including the appendices) and/or the distribution protocol, the terms of the settlement agreements and/or distribution protocol shall prevail.

Questions? Visit [claims website]; email [claims email]; or call toll-free 1-800-XXX-XXXX

## **SCHEDULE "E"**

**PLAN OF DISSEMINATION  
NOTICE OF CLAIMS PROCESS  
IN THE MATTER OF CRT PRICE-FIXING CLASS ACTION**

The Notice of Claims Process shall be distributed in the following manner:

Publication Notice:

1. published once in the following newspapers, in either English or French, as is appropriate for each newspaper, subject to each having reasonable publication deadlines and costs:
  - (a) The Vancouver Sun
  - (b) Calgary Herald
  - (c) Edmonton Journal
  - (d) The StarPhoenix (Saskatoon)
  - (e) The Leader Post (Regina)
  - (f) Winnipeg Free Press
  - (g) The Globe and Mail (National Edition)
  - (h) The Toronto Star
  - (i) Le Journal de Montreal
  - (j) Le Soleil
  - (k) The Telegraph-Journal (Saint John, New Brunswick)
  - (l) The Chronicle Herald (Halifax)
  - (m) News North (NWT)
  - (n) News North (Nunavut)

Short-Form Notice:

2. Shall be sent by email or direct mail, within seven (7) days of the first publication of the Publication notice, by the Claims Administrator, to:
  - (a) persons who inquired about the class action, to the extent that Class Counsel or the Claims Administrator has their name and address information;



- (b) the direct purchaser customers of the defendants to the extent that such information has been provided to Class Counsel or the Claims Administrator;
- (c) the top 20 commercial claimants (measured by value of purchases claimed) from the first and second distributions in the LCD litigation;
- (d) the industry associations identified in Schedule “A” hereto, in English and/or French, as is appropriate for each association, requesting voluntary distribution to their membership;
- (e) the federal and provincial governments, and municipal governments for the 100 largest cities in Canada; and
- (f) the headquarters of Canadian businesses with 100 or more employees.

Where the person is located in Quebec, the notice will be sent in English and French.

Long-Form Notice:

- 3. Shall be posted in English and French:
  - (a) by Class Counsel on Class Counsel’s respective websites; and
  - (b) by the Claims Administrator on a website established for the purposes of the litigation.

Press Release:

- 4. A press release will be issued in English and French through the Canadian Press (Nasdaq GlobeNewswire).

Digital Advertising:

- 5. Digital notice will be provided through advertisements placed on the following platforms:
  - (a) Google Search Network;
  - (b) Google Display Network;
  - (c) Google Remarketing;
  - (d) Facebook (including a video clip); and
  - (e) Instagram.

**SCHEDULE "A"**

- a) Information Technology Association of Canada
- b) Retail Council of Canada
- c) Conseil québécois du commerce de détail (Quebec Council of Retail Trade)
- d) Hotel Association of Canada/Association des Hôtels du Canada
- e) Association of Universities and Colleges of Canada/Association des universités et collèges du Canada
- f) Association of Canadian Community Colleges/Association des collèges communautaires du Canada
- g) Canadian Institute of Chartered Accountants
- h) Certified General Accountants Association of Canada
- i) The Canadian Academic Accounting Association/L'Association Canadienne des Professeurs de Comptabilité
- j) Canadian Bankers Association/Association des banquiers Canadiens
- k) Credit Union Central of Canada
- l) Canadian Association of Mutual Insurance Companies/Association canadienne des compagnies d'assurance mutuelles
- m) Insurance Bureau of Canada/Bureau d'assurance du Canada
- n) Canadian Life and Health Insurance Association Inc./Association canadienne des compagnies d'assurances de personnes inc.
- o) Investment Industry Association of Canada
- p) The Canadian Call Management Association
- q) Association of Canadian Travel Agencies/Association canadienne des agences de voyages
- r) The Canadian Healthcare Association
- s) The Ontario Hospital Association
- t) Supply Chain Management Association
- u) Canadian Bar Association
- v) The Society of Graphic Designers of Canada

- w) Royal Architectural Institute of Canada/Institut royal d'architecture du Canada
- x) Imagine Canada
- y) Engineers Canada
- z) Canadian Archaeological Association/Association canadienne d'archéologie

## **SCHEDULE "F"**

# CATHODE RAY TUBES (CRT) PRICE-FIXING CLASS ACTION

## CLAIM FORM – FOR INDIVIDUALS ONLY

You should complete this claim form if you purchased CRT Products in Canada during the period between March 1, 1995 and November 25, 2007.

Settlement Class Members who are corporate entities or who are filing claims in respect of CRT Purchases exceeding \$25,000 must submit a claim form using the Online Claim Portal [www.●.com]

All completed claim forms must be submitted to the Claims Administrator postmarked on or before [date], at the following address:

CRT Canadian Settlements  
c/o [name of administrator]  
●[address]

### Instructions:

Please complete all applicable sections below. Please type or print in black or blue ink. Do not use red ink or pencil.

For the purposes of this claim form, the following definitions apply:

- *CRT* means colour picture tubes (“CPT”) and colour display tubes (“CDT”) purchased for inclusion in televisions or computer monitors.
- *CRT Products* means CRT, CRT televisions, and CRT computer monitors.
- *Settlement Class Member* means all persons in Canada who purchased CRT Products in Canada between March 1, 1995 and November 25, 2007, except the following persons who are excluded: the Defendants, and their respective parents, employees, subsidiaries, affiliates, officer and directors.
- *Defendants* means:
  - Beijing Matsushita (Beijing Matsushita Color CRT Company, Ltd.)
  - Chunghwa (Chunghwa Picture Tubes Ltd. and Chunghwa Picture Tubes (Malaysia) SDN. BHD)
  - Hitachi (Japan Display Inc. (f/k/a Hitachi Displays Ltd.), Hitachi Asia, Ltd., Hitachi America, Ltd., Hitachi Electronic Devices (USA), Inc., and Hitachi Canada, Ltd.)
  - LG (LG Electronics, Inc., LG Electronics USA, Inc., LG Electronics Canada, and LG Electronics Taiwan Taipei Co., Ltd.)
  - Panasonic (Panasonic Corporation (f/k/a Matsushita Electric Industrial Co. Ltd.), Panasonic Corporation of North America, Panasonic Canada Inc., and MT Picture Display Co., Ltd.)
  - Philips (Philips North America LLC (f/k/a Philips Electronics North America Corporation), Koninklijke Philips N.V. (f/k/a Koninklijke Philips Electronics N.V.), Philips Electronics Ltd., Philips Taiwan Limited (f/k/a Philips Electronics Industries (Taiwan) Ltd.) and Philips do Brasil Ltda. (f/k/a Philips da Amazonia Industria Electronica Ltda.))

- Samsung Electronics (Samsung Electronics Co. Ltd., Samsung Electronics America Inc., and Samsung Electronics Canada Inc.)
- Samsung SDI (Samsung SDI Co., Ltd. (f/k/a Samsung Display Device Co.), Samsung SDI America, Inc., Samsung SDI Mexico S.A. de C.V., Shenzhen Samsung SDI Co. Ltd., Tianjin Samsung SDI Co., Ltd., and Samsung SDI Brasil Ltda.)
- Toshiba (Toshiba Corporation, Toshiba America Electronic Components Inc., Toshiba America Information Systems Inc., and Toshiba of Canada Limited.)
- Irico (Irico Group Corporation, Irico Group Electronics Co. Ltd., and Irico Display Devices Co., Ltd.)
- Samtel (Samtel Color, Ltd.)
- Shenzhen SEG (Shenzhen SEG Hitachi Color Display Devices, Ltd.)
- *Large CRT Televisions* means CRT televisions that are 30” or larger, measured diagonally.
- *Small CRT Televisions* means CRT televisions that are less than 30”, measured diagonally.

Please contact the Claims Administrator if you have questions regarding the claim form. You can also contact the Claims Administrator to receive further information about the settlements and the calculation of settlement benefits. The Claims Administrator is available by telephone, free of charge, at ●[number].

The Claims Administrator might contact you for additional information. Please keep copies of all relevant records.



**PART 2: PURCHASE INFORMATION**

**(A) Defendants' Sales Data**

This section applies to you if you received a letter advising of your purchases from the Defendants. If you did **not** receive a letter with sales data, please proceed to section "(B) Other Purchases".

You can elect to rely on the information provided by the Defendants to establish your purchases of CRT Products. Please select below which data, if any, you wish to rely on.

- Use Chunghwa's Sales Data     
  Use Toshiba's Sales Data     
  Use Panasonic's Sales Data  
 Use Philips' Sales Data     
  Use LG Electronics' Sales Data     
  Use Samsung Electronics' Sales Data

Please describe the nature of your purchases from the Defendants:

	<b>Small CRT Televisions (screen &lt;30")</b>	<b>Large CRT Televisions (screen ≥30")</b>	<b>CRT Monitors</b>	<b>CRT</b>
What percentage of these CRT Products did you keep for your own use?	_____ %	_____ %	_____ %	_____ %
What percentage of these CRT Products did you resell?	_____ %	_____ %	_____ %	_____ %

If your letter contained a section titled "Aggregate Sales Data – Unspecified Products", please complete the following questions in respect of the data described in that section:

What percentage of these CRT Products were Small CRT Televisions (screen <30")	_____ %
What percentage of these CRT Products were Large CRT Televisions (screen ≥30")	_____ %
What percentage of these CRT Products were CRT monitors?	_____ %
What percentage of these CRT Products were CRT?	_____ %

If you agree with the Defendants' data and are not claiming for additional purchases of CRT Products, you can proceed to Part 3.

If you do not agree with some or all of the data and/or are claim for additional purchases of CRT Products, complete "(B) Other Purchases".



**(B) Other Purchases**

This section applies to you if do **not** agree with some or all of the provided data provided by the Defendants and/or are claiming for additional purchases of CRT Products. If your claim is chosen for audit, you will be required to provide proof of purchase.

If you did not maintain proof of purchase, please proceed to section "(C) Undocumented Claims".

Extrapolation: If you have purchase records for your purchases of CRT Products for at least two years between March 1, 1995 and November 25, 2007, or a Defendant provided your purchase information for at least two years between March 1, 1995 and November 25, 2007, you can use that information to extrapolate your purchases for the remainder of the period between March 1, 1995 and November 25, 2007.

If your claim is audited you will be required to provide a sworn statement explaining the basis for and calculation of your extrapolation.

Please complete the below chart for the dollar value and currency of your aggregate purchases of CRT Products during the period from March 1, 1995 and November 25, 2007. Do not include any taxes, delivery or shipping charges, rebates or other form of discounts.

Product	Aggregate purchases directly from a Defendant		Aggregate purchases from a distributor or retailer (e.g. Best Buy or Radio Shack, etc.)	
Small CRT Televisions (screen <30")	\$ _____	<input type="radio"/> CDN <input type="radio"/> USD	\$ _____	<input type="radio"/> CDN <input type="radio"/> USD
	_____% of the above were kept for my own use _____% of the above were resold		_____% of the above were kept for my own use _____% of the above were resold	
Large CRT Televisions (screen ≥30")	\$ _____	<input type="radio"/> CDN <input type="radio"/> USD	\$ _____	<input type="radio"/> CDN <input type="radio"/> USD
	_____% of the above were kept for my own use _____% of the above were resold		_____% of the above were kept for my own use _____% of the above were resold	
CRT Monitors	\$ _____	<input type="radio"/> CDN <input type="radio"/> USD	\$ _____	<input type="radio"/> CDN <input type="radio"/> USD
	_____% of the above were kept for my own use _____% of the above were resold		_____% of the above were kept for my own use _____% of the above were resold	
CRT	\$ _____	<input type="radio"/> CDN <input type="radio"/> USD	\$ _____	<input type="radio"/> CDN <input type="radio"/> USD
	_____% of the above were kept for my own use _____% of the above were resold		_____% of the above were kept for my own use _____% of the above were resold	

**(C) Undocumented Claims**

This section applies you if you did not maintain proof of purchase and you did not receive a letter advising of your purchases from the Defendants.

All Settlement Class Members are permitted to file claims for up to two CRT Products purchased between March 1, 1995 and November 25, 2007. You will not be required to provide proof of purchase for these purchases.

**Purchase 1:**

**What CRT Product did you Purchase?**

- Small CRT Television (screen <30")
- Large CRT Televisions (screen ≥30")
- CRT Monitor
- CRT

**Where did you purchase this CRT Product?**

- From a Defendant (see list on page 1)
- From another source (for example, a distributor or a retailer like Best Buy or Radio Shack)

**How did you use this product?**

- Personal use
- Commercial resale

**Purchase 2:**

**What CRT Product did you Purchase?**

- Small CRT Television (screen <30")
- Large CRT Televisions (screen ≥30")
- CRT Monitor
- CRT

**Where did you purchase this CRT Product?**

- From a Defendant (see list on page 1)
- From another source (for example, a distributor or a retailer like Best Buy or Radio Shack)

**How did you use this product?**

- Personal use
- Commercial resale

**PART 3: RELEASE OF CLAIMS**

I verify that I have  / have not  received compensation through other proceedings or private out-of-class settlements and/or provided a release in respect of my purchases of CRT Products.

If you have received compensation or released claims, please provide the details here:

Compensation:           \$ \_\_\_\_\_

Details of Claims Released:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PART 4: DECLARATIONS**

By signing this claim form:

- I understand that by submitting this claim form I am authorizing the Claims Administrator to contact me or my representative as the Claims Administrator deems appropriate for more information and/or to audit my claim.
- **I verify that all of the information in this claim form is true and correct and that I am authorized to sign on behalf of the claimant.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_ in \_\_\_\_\_.  
(Month/Year) (City/Province/Country)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Position/Title

## **PART 5: CONSENT TO RETAIN INFORMATION**

There are other class actions ongoing in Canada relating to electronic components used in, or in connection with, CRT Products or similar products. If you would like us to securely retain your information to be used at a later date to facilitate the filing of your claim in other class actions relating to electronic components, please provide your consent below:

I hereby CONSENT  / DO NOT CONSENT  to the administrator retaining my information for the sole purpose of providing notice or facilitating the filing of my claim in other class actions relating to electronic components used in these or similar products. I understand that, if another company is appointed as administrator in those class actions, my information will be disclosed to that company and will be used by that company solely for the purpose of providing notice and/or facilitating the filing of my claim. I understand that whether I am eligible for compensation in any other class action will depend on the specific terms of the settlements achieved and any related court orders. I further understand that whether my information can be used for this purpose is subject to court approval in those class actions.

### **Privacy Statement**

All information provided as part of this claim form is collected, used, and retained by the Claims Administrator, Class Counsel and their agents pursuant to the *Personal Information Protection and Electronic Documents Act*, SC 2000 c 5, for the purposes of administering the CRT Canadian Price-Fixing Class Action, including evaluating your eligibility status under the settlement agreements reached with the Defendants and the distribution protocol approved by the Court. The information provided is strictly private and confidential and will not be disclosed without your express written consent, except in accordance with the settlement agreements, distribution protocol, and/or orders of the Court.

### **Reminder Checklist:**

- Complete the relevant sections and sign the above declaration.
- Retain any proof of purchase documentation, if applicable.
- Keep a copy of your claim form and all supporting documentation for your records.
- If you move, please send the Claims Administrator your new address. Failure to notify the Claims Administrator of a new address may result in your settlement benefits not being paid to you.

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.  
THANK YOU FOR YOUR PATIENCE.**

**SCHEDULE "A"**  
**CLAIMS FILED BY A REPRESENTATIVE ON BEHALF OF**  
**THE SETTLEMENT CLASS MEMBER**

This Schedule is to be completed only if the claim form is being submitted by a third-party on behalf of a Settlement Class Member.

I, \_\_\_\_\_ [name of claimant]

authorize \_\_\_\_\_ [name of representative]

to file a claim form in the Cathode Ray Tubes (CRT) Canadian Price-Fixing Class Action on my behalf and to receive all communication relevant to my claim (including the cheque, if eligible for payment).

DATED at \_\_\_\_\_ [name of city], in the Province/State of \_\_\_\_\_, in the

Country of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

*Claimant:*

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Name:

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at London

Proceeding under the *Class Proceedings Act, 1992*

**ORDER**

**(Approval of Distribution Protocol  
and Notice of Claims Process)**

**Siskinds <sup>LLP</sup>**

Barristers & Solicitors  
680 Waterloo Street  
London, ON N6A 3V8

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