

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE  
JUSTICE PERELL

)  
)

THURSDAY, THE 15th DAY  
OF JANUARY, 2021

BETWEEN:

**KHURRAM SHAH and ALPINA HOLDINGS INC.**

Plaintiffs

- and -

**PANASONIC CORPORATION, PANASONIC CORPORATION OF NORTH  
AMERICA, PANASONIC CANADA INC., SANYO ELECTRIC CO., LTD., SANYO  
NORTH AMERICA CORPORATION, SANYO ENERGY (U.S.A.) CORPORATION**

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**ORDER  
(Panasonic Settlement and Distribution Protocol Approval)**

**THIS MOTION** made by the Plaintiffs for an Order approving the Settlement Agreement entered into with Panasonic Corporation, Panasonic Corporation of North America, Panasonic Canada Inc., and Sanyo Electric Co., Ltd (the "Settling Defendants"), dismissing this action against the Settling Defendants and Releasees named as Defendants and approving the Distribution Protocol was heard virtually via videoconference this day at Osgoode Hall, 130 Queen Street West, Toronto, Ontario.

**AND ON BEING ADVISED** that the deadline for opting out has passed and there were no opt-outs;

**AND ON BEING ADVISED** that the deadline for objecting to the Settlement Agreement has passed and there have been no objections to the Settlement Agreement;

**AND ON BEING ADVISED** that the Plaintiffs and the Settling Defendants consent to this Order:

**ON READING** the materials filed, including the settlement agreement attached to this Order as **Schedule “A”** (the “**Settlement Agreement**”), the Distribution Protocol attached to this Order as **Schedule “B”** and on hearing the submissions of counsel for the Plaintiffs and counsel for the Settling Defendants:

1. **THIS COURT ORDERS** that, in addition to the definitions used elsewhere in this Order, for the purposes of this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. **THIS COURT ORDERS** that this Order, including the Settlement Agreement, is binding upon each Ontario Settlement Class Member including those Persons who are minors or mentally incapable and the requirements of Rules 7.04(1) and 7.08(4) of the Rules of Civil Procedure are dispensed with in respect of the Ontario Proceeding.

4. **THIS COURT ORDERS** that the Settlement Agreement is fair, reasonable and in the best interests of the Ontario Settlement Class.
5. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved pursuant to s. 29 of the *Class Proceedings Act, 1992* and shall be implemented and enforced in accordance with its terms.
6. **THIS COURT ORDERS** that, upon the Effective Date, each Ontario Settlement Class Member shall be deemed to have consented to the dismissal as against the Releasees of any Other Actions he, she or it has commenced, without costs and with prejudice.
7. **THIS COURT ORDERS** that, upon the Effective Date, each Other Action commenced in Ontario by any Ontario Settlement Class Member shall be and is hereby dismissed against the Releasees, without costs and with prejudice.
8. **THIS COURT ORDERS** that, upon the Effective Date, subject to paragraph 10, each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.
9. **THIS COURT ORDERS** that, upon the Effective Date, each Releasor shall not now or hereafter institute, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any proceeding, cause of action, claim or demand against any Releasee or any other Person who may claim contribution or indemnity, or other claims over relief, from any

Releasee, whether pursuant to the *Negligence Act*, RSO 1990, c. N. 1 or other legislation or at common law or equity in respect of any Released Claim or any matter related thereto.

10. **THIS COURT ORDERS** that the use of the terms “Releasors” and “Released Claims” in this Order does not constitute a release of claims by those Ontario Settlement Class Members who are resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors.
11. **THIS COURT ORDERS** that, upon the Effective Date, each Ontario Settlement Class Member who is resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors covenants and undertakes not to make any claim in any way nor to threaten, commence, participate in or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims.
12. **THIS COURT ORDERS** that all claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Proceedings or any Other Actions or otherwise, by any named or unnamed co-conspirator that is not a Releasee, any Settled Defendant or any other Person or party against a Releasee, or by a Releasee against any named or unnamed co-conspirator that is not a Releasee, any Settled Defendant, or any other Person or party, are barred, prohibited and enjoined in accordance with the terms of this Order.

13. **THIS COURT ORDERS** that if this Court ultimately determines that a claim for contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise is a legally recognized claim:

- (a) the Ontario Plaintiffs and Ontario Settlement Class Members shall not be entitled to claim or recover from the named or unnamed coconspirators and/or any other Person or party that is not a Releasee that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;
- (b) the Ontario Plaintiffs and Ontario Settlement Class Members shall limit their claims against the named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to include only, and shall only seek to recover from the named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, those claims for damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest, and costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*) attributable to the aggregate of the several liability of the named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to the Ontario Plaintiffs and Ontario Settlement Class Members, if any, and, for greater certainty, the Ontario Settlement

Class Members shall be entitled to claim and seek to recover on a joint and several basis as between the named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, if permitted by law; and

- (c) this Court shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other disposition of the Ontario Proceeding, whether or not the Releasees remain in the Ontario Proceeding or appear at the trial or other disposition, and the Proportionate Liability of the Releasees shall be determined as if the Releasees are parties to the Ontario Proceeding and any determination by this Court in respect of the Proportionate Liability of the Releasees shall only apply in the Ontario Proceeding and shall not be binding on the Releasees in any other proceeding.

14. **THIS COURT ORDERS** that for purposes of administration and enforcement of the Settlement Agreement and this Order, this Court will retain an ongoing supervisory role and the Settling Defendants attorn to the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Settlement Agreement and this Order, and subject to the terms and conditions set out in the Settlement Agreement and this Order.

15. **THIS COURT ORDERS** that no Releasee shall have any responsibility or liability whatsoever relating to the administration of the Settlement Agreement; to administration, investment, or distribution of the Trust Account; or to the Distribution Protocol.

16. **THIS COURT ORDERS** that the Settlement Amount shall be held in the Trust Account by Siskinds LLP for the benefit of Settlement Class Members pending further orders of the Courts.
17. **THIS COURT ORDERS** that the approval of the Settlement Agreement is contingent upon approval by the Quebec Court and the terms of this Order shall not be effective unless and until the Settlement Agreement is approved by the Quebec Court and the Quebec Proceeding has been dismissed with prejudice and without costs as against the Settling Defendants by the Quebec Court. If such orders are not secured in Quebec, this Order shall be null and void and without prejudice to the rights of the Parties to proceed with the Ontario Proceeding and any agreement between the parties incorporated in this Order shall be deemed in any subsequent proceedings to have been made without prejudice.
18. **THIS COURT ORDERS** that the terms of this Order shall not be effective unless and until the BC Proceeding has been dismissed with prejudice and without costs as against the Settling Defendants and Releasees named as Defendants by the BC Court. If such relief is not secured in British Columbia, this Order shall be null and void and without prejudice to the rights of the Parties to proceed with the Ontario Proceeding and any agreement between the parties incorporated in this Order shall be deemed in any subsequent proceedings to have been made without prejudice.
19. **THIS COURT ORDERS** that this Order shall be declared null and void and of no force or effect without the need for any further order of this Court but with notice to the Ontario

Settlement Class Members in the event that the Settlement Agreement is terminated in accordance with its terms or otherwise fails to take effect for any reason.

20. **THIS COURT ORDERS** that, upon the Effective Date, the Ontario Proceeding is hereby dismissed against the Settling Defendants and Releasees named as Defendants, without costs and with prejudice.

**Distribution Approval**

21. **THIS COURT ORDERS** that the Distribution Protocol attached hereto as **Schedule “B”** is hereby approved.
22. **THIS COURT ORDERS** that Ricepoint Administration Inc. is appointed as Claims Administrator.
23. **THIS COURT ORDERS** that the Distribution Protocol shall govern the administration of the settlement agreements entered into with the following Defendants:
- (a) NEC Corporation and NEC Tokin Corporation;
  - (b) Samsung SDI Co., Ltd. and Samsung SDI America, Inc.;
  - (c) Sony Corporation, Sony Energy Devices Corporation, Sony Electronics, Inc. and Sony of Canada Ltd.;
  - (d) LG Chem, Ltd. and LG Chem America, Inc.;



- (e) Toshiba Corporation, Toshiba America Electronic Components, Inc. and Toshiba of Canada Limited;
- (f) Maxell Holdings, Ltd. and Maxell Corporation of America.; and
- (g) Panasonic Corporation, Panasonic Corporation of North America, Panasonic Canada Inc., and Sanyo Electric Co., Ltd.

(collectively the “**Settlement Agreements**”).

24. **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.

25. **THIS COURT ORDERS** that in the event the Net Settlement Fund, as defined in the Distribution Protocol, is not paid out due to uncashed cheques, residual interest or otherwise, a balance will be created. Such balance shall be distributed in the following manner:

- (a) if the amount is equal or less than \$10,000.00, the monies shall be paid to Pro Bono Canada, less any amounts payable to the Quebec Fonds d’aide aux actions collectives, pursuant the *Act respecting the Fonds d’aide aux actions collectives*, CQLR c. F-3.2.0.1.1 and calculated in accordance with 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.*

- (b) if the amount is greater than \$10,000, further direction shall be sought from the Ontario Court and the Quebec Court.
26. **THIS COURT ORDERS** that Marc Beauchemin is appointed as the Arbitrator to determine any appeals of decisions by the Claims Administrator.
27. **THIS COURT ORDERS** that the publication, short-form and long-form Claims Notice are approved substantially in the form attached hereto as **Schedules “C”, “D” and “E”**.
28. **THIS COURT ORDERS** that the Claims Notice Plan is hereby approved in the form attached hereto as **Schedule “F”**.
29. **THIS COURT ORDERS** that the Claims Notice shall be disseminated in accordance with the Claims Notice Plan.
30. **THIS COURT ORDERS** that the Claim Form is hereby approved substantially in the form attached hereto as **Schedule “G”**.
31. **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 the applicable 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, Distribution Protocol and/or an order of the Ontario or Quebec Court.

32. **THIS COURT ORDERS** no proceeding, cause of action, claim or demand may be brought against Class Counsel and/or the Claims Administrator concerning the implementation of the Distribution Protocol without leave from the Ontario Court.
33. **THIS COURT ORDERS** that the approval of the Distribution Protocol is contingent upon the issuance of an order by the Quebec Court approving the Distribution Protocol.

*Perell, J.*

---

THE HONOURABLE JUSTICE PERELL

ENTERED AT / INSCRIT À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:

JAN 20 2021

PER / PAR:



# Schedule "A"

**LITHIUM ION BATTERIES CLASS ACTIONS  
NATIONAL SETTLEMENT AGREEMENT**

Made as of October 1, 2020

Between

**KHURRAM SHAH, ALPINA HOLDINGS INC.,  
JONATHAN CRUZ and OPTION CONSOMMATEURS**

(the "Plaintiffs")

and

**PANASONIC CORPORATION, PANASONIC CORPORATION OF NORTH AMERICA,  
PANASONIC CANADA INC., and SANYO ELECTRIC CO., LTD.**

(the "Settling Defendants")

**LITHIUM ION BATTERIES CLASS ACTIONS  
NATIONAL SETTLEMENT AGREEMENT**

**TABLE OF CONTENTS**

RECITALS .....	1
SECTION 1 - DEFINITIONS .....	4
SECTION 2 - SETTLEMENT APPROVAL .....	10
2.1 Best Efforts .....	10
2.2 Motions for Approval .....	10
2.3 Pre-Motion Confidentiality .....	11
SECTION 3 - SETTLEMENT BENEFITS .....	11
3.1 Payment of Settlement Amount .....	11
3.2 Taxes and Interest .....	12
SECTION 4 - NON-APPROVAL OR TERMINATION OF SETTLEMENT AGREEMENT ...	13
4.1 Right of Termination.....	13
4.2 If Settlement Agreement is Terminated.....	14
4.3 Survival of Provisions After Non-Approval of Settlement Agreement.....	15
SECTION 5 - RELEASES AND DISMISSALS.....	16
5.1 Release of Releasees .....	16
5.2 Release by Releasees .....	16
5.3 Covenant Not To Sue.....	16
5.4 No Further Claims.....	17
5.5 Dismissal of the Proceedings .....	17
5.6 Dismissal of Other Actions .....	17
5.7 Claims Against Other Entities Reserved.....	18
5.8 Material Term .....	18
SECTION 6 - BAR ORDER AND DECLARATION OF RENUNCIATION .....	18
6.1 Ontario Bar Order .....	18

6.2	Quebec Declaration of Renunciation of Benefit of Solidarity .....	20
6.3	Material Term .....	20
SECTION 7 - EFFECT OF SETTLEMENT .....		21
7.1	No Admission of Liability .....	21
7.2	Agreement Not Evidence.....	21
7.3	No Further Litigation .....	21
SECTION 8 - CERTIFICATION OR AUTHORIZATION FOR SETTLEMENT ONLY .....		22
8.1	Settlement Class and Common Issue.....	22
SECTION 9 - NOTICE TO SETTLEMENT CLASSES .....		22
9.1	Notices Required.....	22
9.2	Form and Distribution of Notices .....	23
SECTION 10 - ADMINISTRATION AND IMPLEMENTATION .....		23
10.1	Mechanics of Administration.....	23
10.2	Information and Assistance.....	23
10.3	Distribution Protocol.....	23
SECTION 11 - CLASS COUNSEL FEES, DISBURSEMENTS AND ADMINISTRATION EXPENSES.....		24
11.1	Court Approval for Class Counsel Fees and Disbursements.....	24
11.2	Responsibility for Fees, Disbursements and Taxes .....	24
11.3	Administration Expenses .....	24
SECTION 12 - MISCELLANEOUS .....		25
12.1	Motions for Directions.....	25
12.2	Headings, etc.....	25
12.3	Computation of Time.....	25
12.4	Ongoing Jurisdiction.....	26
12.5	Governing Law .....	26

12.6	Entire Agreement .....	27
12.7	Amendments .....	27
12.8	Binding Effect.....	27
12.9	Counterparts.....	27
12.10	Negotiated Agreement .....	28
12.11	Language.....	28
12.12	Transaction.....	28
12.13	Recitals.....	28
12.14	Schedules .....	28
12.15	Acknowledgements.....	29
12.16	Notice.....	29
14.18	Date of Execution .....	30



**LITHIUM ION BATTERIES CLASS ACTIONS  
NATIONAL SETTLEMENT AGREEMENT**

**RECITALS**

- A. WHEREAS the Proceedings have been commenced by the BC Plaintiff in British Columbia, the Quebec Plaintiff in Quebec, and the Ontario Plaintiffs in Ontario;
- B. AND WHEREAS the BC Proceeding alleges that the Settling Defendants participated in an unlawful conspiracy to fix, raise, maintain, and/or stabilize the price of Lithium Batteries and/or Lithium Battery Products in Canada from at least January 1, 2002 until at least January 1, 2012, contrary to Part VI of the *Competition Act* and the common law;
- C. AND WHEREAS the Ontario Proceeding alleges that the Settling Defendants participated in an unlawful conspiracy to fix, raise, maintain, and/or stabilize the price of Lithium Batteries and/or Lithium Battery Products in Canada from at least January 1, 2000 until at least December 31, 2011, contrary to Part VI of the *Competition Act* and the common law;
- D. AND WHEREAS the Quebec Proceeding alleges that the Settling Defendants participated in an unlawful conspiracy to fix, raise, maintain, and/or stabilize the price of Lithium Batteries and/or Lithium Battery Products in Quebec from February 24, 2004 until September 30, 2008; contrary to Part VI of the *Competition Act* and the civil law;
- E. AND WHEREAS Sanyo Energy (U.S.A.) Corporation merged into Sanyo North America Corporation in or around 2009 and Sanyo North America Corporation merged into Panasonic Corporation of North America in or around April 2015;
- F. AND WHEREAS by Orders dated March 27, 2018, the Ontario Court approved the procedure for opting out of the Ontario Proceeding and, on June 7, 2018, the Quebec Court approved the procedure for opting out of the Quebec Proceeding;
- G. AND WHEREAS the deadline for opting out of the Proceedings has passed and there were no opt-outs;
- H. AND WHEREAS the Settling Defendants and Releasees do not admit, through the execution of this Settlement Agreement or otherwise, any allegation of unlawful conduct alleged

in the Proceedings, or in any Other Actions, and otherwise deny all liability and assert that they have complete defences in respect of the merits of the Proceedings and any Other Actions or otherwise;

I. AND WHEREAS despite their belief that they are not liable in respect of the claims as alleged in the Proceedings and any Other Actions and have good and reasonable defences in respect of jurisdiction and the merits, the Settling Defendants are entering into this Settlement Agreement in order to achieve a final and nationwide resolution of all claims asserted or which could have been asserted against the Releasees by the Plaintiffs and the Settlement Class Members in the Proceedings and any Other Actions, and to avoid further expense, inconvenience, the distraction of burdensome and protracted litigation, and the risks associated with trials and appeals;

J. AND WHEREAS Counsel for the Settling Defendants and Class Counsel have engaged in arm's-length settlement discussions and negotiations, resulting in this Settlement Agreement with respect to the Proceedings and any Other Actions;

K. AND WHEREAS the Plaintiffs and Class Counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts and law applicable to the Plaintiffs' claims, and having regard to the burdens and expense in prosecuting the Proceedings, including the risks and uncertainties associated with trials and appeals, and having regard to the value of the Settlement Agreement, the Plaintiffs and Class Counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the Settlement Classes they seek to represent;

L. AND WHEREAS the Plaintiffs, Class Counsel and the Settling Defendants agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by or evidence against the Releasees or evidence of the truth of any of the Plaintiffs' allegations against the Releasees, which allegations are expressly denied by the Releasees;

M. AND WHEREAS the Parties therefore wish to, and hereby do, finally resolve on a national basis, without admission of liability, all of the Proceedings and any Other Actions as against the Releasees;

N. AND WHEREAS the Ontario and Quebec Plaintiffs assert that they are adequate class representatives for the Settlement Classes and will seek to be appointed representative plaintiffs in their respective Proceeding;

O. WHEREAS the Settling Defendants do not hereby attorn to the jurisdiction of the Courts or any other court or tribunal in respect of any civil, criminal or administrative process except to the extent they have previously done so in the Proceedings and as is expressly provided in this Settlement Agreement with respect to the Proceedings;

P. AND WHEREAS the Parties consent to certification or authorization for settlement purposes (i) of the Ontario and Quebec Proceedings as class proceedings, (ii) of the Settlement Classes and (iii) of a Common Issue in respect of each of the Ontario and Quebec Proceedings as against the Settling Defendants for the sole purpose of implementing this Settlement Agreement and contingent on approvals by the Ontario and Quebec Courts as provided for in this Settlement Agreement, on the express understanding that such certification or authorization shall not derogate from the respective rights of the Parties in the event that this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason;

Q. AND WHEREAS as a result of their settlement discussions and negotiations, the Settling Defendants and the Plaintiffs have entered into this Settlement Agreement, which embodies all of the terms and conditions of the settlement between the Settling Defendants and the Plaintiffs, both individually and on behalf of the Settlement Classes they seek to represent, subject to approval of the Ontario and Quebec Courts; and

R. AND WHEREAS the Parties intend to pursue the approval of this Settlement Agreement first through the Ontario Court;

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby

acknowledged, it is agreed by the Parties that the Ontario Proceeding and BC Proceeding be settled and dismissed as against the Settling Defendants only, and the Quebec Proceeding be declared settled out of court as against the Settling Defendants, all without costs as to the Plaintiffs, the Settlement Classes they seek to represent and the Settling Defendants, subject to the approval of the Ontario and Quebec Courts, on the following terms and conditions:

### SECTION 1 - DEFINITIONS

For the purpose of this Settlement Agreement only, including the recitals and schedules hereto:

- (1) ***Administration Expenses*** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Plaintiffs, Class Counsel or otherwise for the approval, implementation and operation of this Settlement Agreement, including the costs of notices and the costs of claims administration, but excluding Class Counsel Fees and Class Counsel Disbursements.
- (2) ***Approval Hearings*** means the hearings for the Ontario and Quebec Courts' approval of the settlement provided for in this Settlement Agreement.
- (3) ***BC Counsel*** means Camp Fiorante Matthews Mogergerman LLP.
- (4) ***BC Court*** means the Supreme Court of British Columbia.
- (5) ***BC Plaintiff*** means Jonathan Cruz.
- (6) ***BC Proceeding*** means the proceeding commenced by the BC Plaintiff before the BC Court that is identified in Schedule "A" to this Settlement Agreement.
- (7) ***Claims Administrator*** means the firm proposed by Class Counsel and appointed by the Ontario and Quebec Courts to administer the Settlement Amount in accordance with the provisions of this Settlement Agreement and the Distribution Protocol, and any employees of such firm.
- (8) ***Class Counsel*** means BC Counsel, Ontario Counsel and Quebec Counsel.

- (9) ***Class Counsel Disbursements*** include the disbursements and applicable taxes incurred by Class Counsel in the prosecution of the Proceedings, as well as any adverse costs awards issued against the Plaintiffs in any of the Proceedings.
- (10) ***Class Counsel Fees*** means the fees of Class Counsel, and any applicable taxes or charges thereon, including any amounts payable by Class Counsel or the Settlement Class Members to any other body or Person, including the Fonds d'aide aux actions collectives in Quebec, as a result of the Settlement Agreement.
- (11) ***Class Period*** means January 1, 2000 to January 1, 2012.
- (12) ***Common Issue*** means: Did the Settling Defendants conspire to fix, raise, maintain, and/or stabilize the price of Lithium Batteries and/or Lithium Battery Products directly or indirectly in Canada during the Class Period? If so, what damages, if any, did Settlement Class Members suffer?
- (13) ***Counsel for the Settling Defendants*** means Bennett Jones LLP.
- (14) ***Courts*** means the BC Court, the Ontario Court and the Quebec Court.
- (15) ***Defendants*** means the entities named as defendants in any of the Proceedings as set out in Schedule "A" to this Settlement Agreement. For greater certainty, Defendants includes, without limitation, the Settling Defendants and Settled Defendants.
- (16) ***Distribution Protocol*** means the plan for distributing the Settlement Amount and accrued interest, in whole or in part, as proposed by Class Counsel and as approved by the Ontario and Quebec Courts.
- (17) ***Documents*** means all papers, computer or electronic records, or other materials within the scope of Rule 1.03(1) and Rule 30.01(1) of the Ontario *Rules of Civil Procedure* and any copies, reproductions or summaries of the foregoing, including microfilm copies and computer images.
- (18) ***Effective Date*** means the date of the last Final Order issued.

(19) **Execution Date** means the date on the cover page as of which the Parties have executed this Settlement Agreement.

(20) **Excluded Person** means each Defendant, the directors and officers of each Defendant, the subsidiaries or affiliates of each Defendant, the entities in which each Defendant or any of that Defendant's subsidiaries or affiliates have a controlling interest and the legal representatives, heirs, successors and assigns of each of the foregoing.

(21) **Final Order** means the final order issued and entered by each of the Ontario and Quebec Courts in respect of the approval of this Settlement Agreement and the final order issued and entered by the BC Court dismissing the BC Action.

(22) **Lithium Batteries** means cylindrical, prismatic or polymer batteries that are rechargeable and use lithium ion technology, excluding lithium-ion rechargeable batteries designed for use in automobiles or other vehicles.

(23) **Lithium Battery Products** means the following products that contain Lithium Batteries: notebook or laptop computers, cellular phones including smartphones (excluding cellular phones acquired as part of a cellular phone service contract), tablet computers, e-book readers, MP3 players, personal digital assistants, handheld GPS, handheld video players and/or lithium ion battery packs.

(24) **Notice of Hearing** means the form or forms of notice, agreed to by the Plaintiffs and the Settling Defendants, or such other form or forms of notice as may be approved by the Ontario and Quebec Courts, which inform the Settlement Class of: (i) the certification or authorization of the Ontario and Quebec Proceedings as class proceedings for settlement purposes; (ii) the dates and locations of the Approval Hearings; (iii) the principal elements of the Settlement Agreement; and (iv) the process by which Settlement Class Members may object to the settlement.

(25) **Ontario Counsel** means Siskinds LLP and Sotos LLP.

(26) **Ontario Court** means the Ontario Superior Court of Justice.

(27) **Ontario Plaintiffs** means Khurram Shah and Alpina Holdings Inc.

- (28) **Ontario Proceeding** means the proceeding commenced by the Ontario Plaintiffs before the Ontario Court as identified in Schedule “A” to this Settlement Agreement.
- (29) **Ontario Settlement Class** means the settlement class in respect of the Ontario Proceeding that is defined in Schedule “A” to this Settlement Agreement.
- (30) **Other Actions** means actions or proceedings, other than the Proceedings, relating to some or all of the Released Claims commenced by a Settlement Class Member either before or after the Effective Date, including but not limited to *Retallick v. LG Chem, Ltd. et al*, Saskatchewan Court of Queen’s Bench (Regina Centre), Court File No. 979 of 2014.
- (31) **Party or Parties** means the Plaintiffs, Settlement Class Members (where appropriate) and the Settling Defendants.
- (32) **Person** means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, trustee, executor, beneficiary, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity and their heirs, predecessors, successors, representatives, or assignees.
- (33) **Plaintiffs** means the BC Plaintiff, the Ontario Plaintiffs, and the Quebec Plaintiff.
- (34) **Proceedings** means the BC Proceeding, the Ontario Proceeding and the Quebec Proceeding as defined in Schedule “A” to this Settlement Agreement.
- (35) **Proportionate Liability** means that proportion of any judgment that, had the Settling Defendants not settled, the Ontario Court would have apportioned to the Releasees.
- (36) **Purchase Price** means the sale price paid by Settlement Class Members for Lithium Batteries and Lithium Battery Products purchased in Canada during the Class Period, less any rebates, delivery or shipping charges, taxes and any other form of discounts.
- (37) **Quebec Counsel** means Belleau Lapointe, LLP.
- (38) **Quebec Court** means the Superior Court of Quebec.

- (39) *Québec Plaintiff* means Option consommateurs.
- (40) *Quebec Proceeding* means the proceeding commenced by the Quebec Plaintiff before the Quebec Court identified in Schedule “A” to this Settlement Agreement.
- (41) *Quebec Settlement Class* means the settlement class in respect of the Quebec Proceeding that is identified in Schedule “A” to this Settlement Agreement.
- (42) *Released Claims* means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, including any claims for consequential, subsequent or follow-on harm that arises after the Class Period, damages of any kind (including compensatory, punitive or other damages) whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses (including Administration Expenses), penalties, and lawyers' fees (including Class Counsel Fees), known or unknown, foreseen or unforeseen, suspected or unsuspected, actual or contingent, asserted or unasserted, accrued or unaccrued and liquidated or unliquidated, in law, under statute or in equity, that any of the Releasors ever had, now have or hereafter can, shall or may have, arising from or relating in any way to the purchase, pricing, sale, discounting, or offering of Lithium Batteries or any products containing Lithium Batteries sold directly or indirectly in Canada during the Class Period, including but not limited to, those claims that are based on, arise under or relate to allegations of an unlawful or anticompetitive conspiracy to fix, raise, maintain, and/or stabilize the price of Lithium Batteries and/or any products containing Lithium Batteries or relating to any conduct alleged or which could have been alleged in the Proceedings. However, nothing herein shall be construed to release (a) any claims based on negligence, personal injury, breach of contract, bailment, failure to deliver lost goods, damaged or delayed goods, product defects, securities or other similar claims that relate to Lithium Batteries and/or products containing Lithium Batteries and that do not relate to alleged anticompetitive conduct; and (b) claims brought (whether before or after the Effective Date) relating to purchases of Lithium Batteries and/or products containing Lithium Batteries outside of Canada.



(43) *Releasees* means, jointly and severally, individually and collectively, the Settling Defendants, and all of their respective present and former, direct and indirect, parents, owners, subsidiaries (including Sanyo Energy (U.S.A.) Corporation and Sanyo North America Corporation), divisions, affiliates, associates (as defined in the *Canada Business Corporations Act*, RSC 1985, c. C-44), partners, joint ventures, franchisees, dealers, insurers, and all other Persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and all of their respective past, present and future officers, directors, employees, agents, mandataries, shareholders, attorneys, trustees, servants and representatives, members, managers and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing.

(44) *Releasers* means, jointly and severally, individually and collectively, the Plaintiffs and the Settlement Class Members, on behalf of themselves and any Person or entity claiming by or through them as a parent, subsidiary, affiliate, predecessor, successor, shareholder, partner, director, owner of any kind, agent, principal, employee, contractor, attorney, heir, executor, administrator, insurer, devisee, assignee, or representative of any kind.

(45) *Settled Defendants* means:

- (a) NEC Corporation, NEC Tokin Corporation, Samsung SDI Co., Ltd, Samsung SDI America, Inc., Sony Corporation, Sony Energy Devices Corporation, Sony Electronics, Inc. Sony of Canada Ltd., LG Chem, Ltd., LG Chem America, Inc., Toshiba Corporation, Toshiba America Electronic Components, Inc., Toshiba of Canada Limited, Maxell Holdings, Ltd. and Maxell Corporation of America.

(46) *Settlement Agreement* means this agreement, including the recitals and schedules.

(47) *Settlement Amount* means the sum of six million two hundred ninety five thousand U.S. dollars (USD \$6,295,000).

(48) *Settlement Class* means, in respect of each of the Ontario and Quebec Proceedings, the settlement class defined in Schedule A.

(49) *Settlement Class Member* means a member of a Settlement Class.

(50) *Settling Defendants* means Panasonic Corporation (incorrectly named as Panasonic Corp. in the BC Proceeding), Panasonic Corporation of North America, Panasonic Canada Inc., and Sanyo Electric Co., Ltd..

(51) *Trust Account* means 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 under the control of Siskinds LLP or the Claims Administrator, once appointed, for the benefit of the Settlement Class Members or the Settling Defendants, as provided for in this Settlement Agreement.

## **SECTION 2- SETTLEMENT APPROVAL**

### **2.1 Best Efforts**

(1) The Parties shall use their best efforts to implement this settlement and to secure the final dismissal with prejudice of the Ontario Proceeding and BC Proceeding as against the Settling Defendants and a notice of settlement out of court of the Quebec Proceeding as against the Settling Defendants.

### **2.2 Motions for Approval**

(1) As soon as practical after the Settlement Agreement is executed, the Ontario and Quebec Plaintiffs shall bring motions before the Ontario and Quebec Courts for orders certifying or authorizing the Ontario and Quebec Proceedings, as applicable, as a class proceeding (for settlement purposes) as against the Settling Defendants, and then approving this Settlement Agreement. The Ontario motions shall be filed first and, to the extent practicable, heard before the Quebec motions.

(2) The form of orders referred to in section 2.2(1) shall be as agreed to by the Ontario and Quebec Plaintiffs and Settling Defendants or in such form or manner as approved by the Ontario and Quebec Courts.

- (3) This Settlement Agreement shall only become final on the Effective Date.

### **2.3 Pre-Motion Confidentiality**

- (1) Until the first of the motions required by section 2.2 is brought, the Parties shall keep all of the terms of the Settlement Agreement confidential and shall not disclose them without the prior consent of Counsel for the Settling Defendants or Class Counsel, as the case may be, except as required for the purposes of financial reporting or the preparation of financial records (including tax returns and financial statements), as otherwise required by law, or as otherwise required to give effect to the terms of this Settlement Agreement.

## **SECTION 3 - SETTLEMENT BENEFITS**

### **3.1 Payment of Settlement Amount**

- (1) Within thirty (30) days of the Execution Date, subject to the receipt by the Settling Defendants before the Execution Date of an original copy of a written request for payment from Class Counsel in the format provided by the Settling Defendants, the Settling Defendants shall pay the Settlement Amount to Siskinds LLP for deposit into the Trust Account. The Settlement Amount shall be converted into Canadian currency by Siskinds LLP upon deposit into the Trust Account.
- (2) The Settling Defendants shall deposit the Settlement Amount into the Trust Account by wire transfer. Siskinds LLP shall provide the necessary wire transfer information to Counsel for the Settling Defendants within five days of the Execution Date so that the Settling Defendants have a reasonable period of time to comply with section 3.1(1) of this Settlement Agreement.
- (3) The Settlement Amount and other consideration to be provided in accordance with the terms of this Settlement Agreement shall be provided in full satisfaction of the Released Claims against the Releasees.
- (4) The Settlement Amount shall be all-inclusive of all amounts, including without limitation, interest, costs, Class Counsel Fees and Class Counsel Disbursements.

(5) The Releasees shall have no obligation to pay any amount in addition to the Settlement Amount, for any reason, pursuant to or in furtherance of this Settlement Agreement or the Proceedings or any Other Actions.

(6) Once a Claims Administrator has been appointed, Siskinds LLP shall transfer control of the Trust Account to the Claims Administrator.

(7) Siskinds LLP and the Claims Administrator shall maintain the Trust Account as provided for in this Settlement Agreement. While in control of the Trust Account, Siskinds LLP and the Claims Administrator shall not pay out all or part of the monies in the Trust Account, except in accordance with this Settlement Agreement, or in accordance with an order of the Ontario and Quebec Courts obtained after notice to the Parties.

### **3.2 Taxes and Interest**

(1) Except as hereinafter provided, all interest earned on the Settlement Amount in the Trust Account shall accrue to the benefit of the Settlement Classes and shall become and remain part of the Trust Account.

(2) Subject to section 3.2(3), all taxes payable on any interest which accrues on the Settlement Amount in the Trust Account or otherwise in relation to the Settlement Amount shall be paid from the Trust Account. Class Counsel or the Claims Administrator shall be solely responsible to fulfill all tax reporting and payment requirements arising from the Settlement Amount in the Trust Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned by the Settlement Amount shall be paid from the Trust Account.

(3) The Settling Defendants shall have no responsibility to make any filings relating to the Trust Account and will have no responsibility to pay tax on any income earned by the Settlement Amount or pay any taxes on the monies in the Trust Account, unless this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect for any reason, in which case the interest earned on the Settlement Amount in the Trust Account or otherwise shall be paid to the

Settling Defendants who, in such case, shall be responsible for the payment of all taxes on such interest not previously paid by Class Counsel or the Claims Administrator.

#### **SECTION 4- NON-APPROVAL OR TERMINATION OF SETTLEMENT AGREEMENT**

##### **4.1 Right of Termination**

(1) In the event that:

- (a) the Ontario or Quebec Court declines to certify or authorize the Ontario or Quebec Proceeding, as applicable, for settlement purposes as against the Settling Defendants or does so in a materially modified form;
- (b) the Ontario Court or BC Court declines to dismiss the Ontario or BC Proceeding, as applicable, as against the Settling Defendants, or the Quebec Court declines to declare settled out of court the Quebec Proceeding as against the Settling Defendants;
- (c) the Ontario or Quebec Court declines to approve this Settlement Agreement or any material part hereof;
- (d) the Ontario or Quebec Court approves this Settlement Agreement in a materially modified form;
- (e) the Ontario or Quebec Court issues a settlement approval order that is materially inconsistent with the terms of the Settlement Agreement; including that the Ontario settlement approval order does not include the following language:

(1) THIS COURT ORDERS that, upon the Effective Date, each member of the Ontario Settlement Class shall be deemed to have consented to the dismissal as against the Releasees of any Other Actions he, she or it has commenced, without costs and with prejudice, and

(2) THIS COURT ORDERS that, upon the Effective Date, each Other Action commenced in Ontario by any member of the Ontario Settlement

Class shall be and is hereby dismissed against the Releasees, without costs and with prejudice.

or

- (f) any orders approving this Settlement Agreement made by the Ontario or Quebec Courts do not become Final Orders

the Plaintiffs and the Settling Defendants shall each have the right to terminate this Settlement Agreement (except that only the Settling Defendants shall have the right to terminate under subsection (b) above) by delivering a written notice pursuant to section 12.16, within thirty (30) days following an event described above.

(2) In addition, if the Settlement Amount is not paid in accordance with section 3.1(1), the Plaintiffs shall have the right to terminate this Settlement Agreement by delivering a written notice pursuant to section 12.16, within thirty (30) days after such non-payment, or move before the Court to enforce the terms of this Settlement Agreement.

(3) Except as provided for in section 4.3, if the Settling Defendants or the Plaintiffs exercise their right to terminate, the Settlement Agreement shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation or in any other way for any reason.

(4) Any order, ruling or determination made (or rejected) by any Court with respect to Class Counsel Fees or Document confidentiality shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not provide any basis for the termination of this Settlement Agreement.

#### **4.2 If Settlement Agreement is Terminated**

(1) If this Settlement Agreement is not approved, is terminated in accordance with its terms or otherwise fails to take effect for any reason:

- (a) no motion to certify or authorize the Ontario or Quebec Proceeding as a class proceeding on the basis of this Settlement Agreement, or to approve this Settlement Agreement, which has not been decided, shall proceed;
- (b) the Parties will cooperate in seeking to have any issued order certifying or authorizing a Proceeding as a class proceeding on the basis of the Settlement Agreement or approving this Settlement Agreement set aside and declared null and void and of no force or effect, and any Person shall be estopped from asserting otherwise; and
- (c) any prior certification or authorization of the Ontario or Quebec Proceeding as a class proceeding on the basis of this Settlement Agreement, including the definitions of the Settlement Class and the Common Issue, shall be without prejudice to any position that any of the Parties or Releasees may later take on any issue in the Proceedings or any Other Actions or other litigation.

(2) If the Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, Siskinds LLP shall, within thirty (30) business days of the written notice advising that the Settlement Agreement has been terminated in accordance with its terms, return to the Settling Defendants the Settlement Amount, plus all accrued interest thereon, less taxes paid on interest, less any costs actually incurred or payable with respect to the notices required by section 9.1, and less any costs of translation required by section 12.11 that have actually been incurred or are payable.

#### **4.3 Survival of Provisions After Non-Approval of Settlement Agreement**

(1) If this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason, the provisions of sections 3.2(3), 4.1(2), 4.2, 7.1, 7.2 and 9.1 and the definitions and schedules applicable thereto shall survive the termination and continue in full force and effect. The definitions and schedules shall survive only for the limited purpose of the interpretation of sections 3.2(3), 4.1(2), 4.2, 7.1, 7.2 and 9.1 within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement

Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

## SECTION 5- RELEASES AND DISMISSALS

### 5.1 Release of Releasees

(1) Upon the Effective Date, subject to section 5.3 and in consideration of payment of the Settlement Amount, and for other valuable consideration set forth in the Settlement Agreement, the Releasers forever and absolutely release the Releasees from the Released Claims that any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have.

(2) The Plaintiffs and Settlement Class Members acknowledge that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true regarding the subject matter of the Settlement Agreement, and it is their intention to release fully, finally and forever all Released Claims and, in furtherance of such intention, this release shall be and remain in effect notwithstanding the discovery or existence of different facts.

### 5.2 Release by Releasees

(1) Upon the Effective Date, each Releasee forever and absolutely releases each of the other Releasees from any and all claims for contribution or indemnity with respect to the Released Claims.

### 5.3 Covenant Not To Sue

(1) Notwithstanding section 5.1, upon the Effective Date, for any Settlement Class Members resident in any province or territory where the release of one tortfeasor is a release of all other tortfeasors, the Releasers do not release the Releasees, but instead covenant and undertake not to make any claim in any way or to threaten, commence, institute, prosecute, participate in, maintain or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims, whether on their own behalf or as part of any putative, purported or certified class of purchasers or consumers.



#### **5.4 No Further Claims**

(1) Upon the Effective Date, Releasors shall not now or hereafter institute, provide assistance for, continue, maintain, intervene in or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any action, proceeding, cause of action, claim or demand against any Releasee or any other Person who may claim contribution or indemnity or other claims over relief from any Releasee, whether pursuant to the *Negligence Act*, RSO 1990, c. N. 1 or other legislation or at common law or equity, in respect of any Released Claim. For greater certainty and without limiting the generality of the foregoing, the Releasors shall not assert or pursue a Released Claim, against any Releasee under the laws of any foreign jurisdiction.

#### **5.5 Dismissal of the Proceedings**

- (1) On the Effective Date, the BC Proceeding and the Ontario Proceeding shall be dismissed, with prejudice and without costs, as against the Settling Defendants.
- (2) Upon the Effective Date, the Quebec Proceeding shall be declared settled out of court, without costs, as against the Settling Defendants, and the Parties shall sign and file a notice of settlement out of court with the Quebec Court.

#### **5.6 Dismissal of Other Actions**

- (1) Upon the Effective Date, each Ontario Settlement Class Member shall be deemed to irrevocably consent to the dismissal, without costs, with prejudice and without reservation, of his, her or its Other Actions against the Releasees.
- (2) Upon the Effective Date, all Other Actions commenced by an Ontario Settlement Class Members shall be dismissed against the Releasees, without costs, with prejudice and without reservation, and Class Counsel (i) shall, at their cost, obtain orders from the Ontario and BC Courts confirming same in respect of all Other Actions commenced in British Columbia and Ontario, and (ii) if requested by the Settling Defendants, take the reasonably necessary steps to seek an order finally staying or dismissing or otherwise finally resolving any Other Actions commenced in a province other than British Columbia and Ontario.

### **5.7 Claims Against Other Entities Reserved**

(1) Except as provided herein, this Settlement Agreement does not settle, compromise, release or limit in any way whatsoever any claim by Settlement Class Members against any Person other than the Releasees.

### **5.8 Material Term**

(1) For the avoidance of doubt and without in any way limiting the ability of the Parties to assert that other terms in this Settlement Agreement are material terms (subject to section 4.1(4)), the releases, covenants, dismissals, granting of consent, and reservations of rights contemplated in this Section 5 shall be considered a material term of the Settlement Agreement and the failure of any Court to approve the releases, covenants, dismissals, granting of consent, and reservations of rights contemplated herein shall give rise to a right of termination pursuant to section 4.1 of the Settlement Agreement.

## **SECTION 6 - BAR ORDER AND DECLARATION OF RENUNCIATION**

### **6.1 Ontario Bar Order**

(1) The Plaintiffs, Class Counsel and the Settling Defendants agree that the Ontario order approving this Settlement Agreement must include a bar order from the Ontario Court providing for the following:

- (a) all claims for contribution, indemnity or other claims over, whether asserted, unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Proceedings or any Other Actions, or otherwise, by any named or unnamed co-conspirator that is not a Releasee, any Settled Defendant or any other Person or party against a Releasee, or by a Releasee against any named or unnamed co-conspirator that is not a Releasee, any Settled Defendant, or any other Person or party, are barred, prohibited and enjoined in accordance with the terms of this section;

(b) if the Ontario Court ultimately determines that a claim for contribution and indemnity or other claim over, whether in equity or in law, by statute or otherwise is a legally recognized claim:

(A) the Ontario Plaintiffs and Ontario Settlement Class Members shall not be entitled to claim or recover from the named or unnamed co-conspirators and/or any other Person or party that is not a Releasee that portion of any damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest and costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*) that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;

(B) the Ontario Plaintiffs and Ontario Settlement Class Members shall limit their claims against the named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to include only, and shall only seek to recover from the named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, those claims for damages (including punitive damages, if any), restitutionary award, disgorgement of profits, interest, and costs (including investigative costs claimed pursuant to section 36 of the *Competition Act*) attributable to the aggregate of the several liability of the named or unnamed co-conspirators and/or any other Person or party that is not a Releasee to the Ontario Plaintiffs and Ontario Settlement Class Members, if any, and, for greater certainty, the Ontario Settlement Class Members shall be entitled to claim and seek to recover on a joint and several basis as between the named or unnamed co-conspirators and/or any other Person or party that is not a Releasee, if permitted by law; and

(C) the Ontario Court shall have full authority to determine the Proportionate Liability of the Releasees at the trial or other

disposition of the Ontario Proceeding, whether or not the Releasees remain in the Ontario Proceeding or appear at the trial or other disposition, and the Proportionate Liability of the Releasees shall be determined as if the Releasees are parties to the relevant Proceeding and any determination by the Ontario Court in respect of the Proportionate Liability of the Releasees shall only apply in the relevant Proceeding and shall not be binding on the Releasees in any other proceeding.

## **6.2 Quebec Declaration of Renunciation of Benefit of Solidarity**

(1) The Plaintiffs, Class Counsel and the Settling Defendants agree that the Quebec order approving this Settlement Agreement must include a declaration by the Quebec Court that the Quebec Plaintiff and Quebec Settlement Class Members have renounced the benefit of solidarity. The declaration obtained will provide the following:

- (a) the Quebec Plaintiff and Quebec Settlement Class Members expressly waive and renounce the benefit of solidarity against the any other Person with respect to the facts, deeds or other conduct of the Releasees relating to the Released Claims; and
- (b) any claims in warranty, recursory action, forced intervention or any other claim or joinder of parties to obtain any contribution or indemnity from the Releasees or relating to the Released Claims shall be inadmissible and void in the context of the Quebec Proceeding.

## **6.3 Material Term**

(1) For the avoidance of doubt and without in any way limiting the ability of the Parties to assert that other terms in this Settlement Agreement are material terms (subject to section 4.1(4)), the Parties acknowledge that the bar orders and the declaration of renunciation of the benefit of solidarity contemplated herein shall be considered a material term of the Settlement Agreement and the failure of the Ontario or Quebec Court to approve the bar orders or to declare the renunciation of the benefit of solidarity contemplated herein shall give rise to a right to termination pursuant to section 4.1 of the Settlement Agreement.

## SECTION 7 - EFFECT OF SETTLEMENT

### 7.1 No Admission of Liability

(1) The Plaintiffs and the Releasees expressly reserve all of their rights if this Settlement Agreement is not approved, is terminated or otherwise fails to take effect for any reason. Further, whether or not this Settlement Agreement is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, Documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed or interpreted to be an admission of any violation of any statute or law, or of any wrongdoing or liability by the Releasees, or of the truth of any of the claims or allegations contained in the Proceedings or any Other Actions or any other pleading filed by the Plaintiffs.

### 7.2 Agreement Not Evidence

(1) The Parties agree that, whether or not it is finally approved, is terminated, or otherwise fails to take effect for any reason, this Settlement Agreement and anything contained herein, and any and all negotiations, Documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to approve and/or enforce this Settlement Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law or as provided in this Settlement Agreement.

### 7.3 No Further Litigation

(1) No Class Counsel, nor anyone currently or hereafter employed by, or a partner with Class Counsel, may directly or indirectly participate or be involved in or in any way assist with respect to any claim made or action commenced by any Person against the Releasees that relates to or arises from the Released Claims. Moreover, neither Class Counsel, nor anyone currently or hereafter employed by, or a partner with Class Counsel, may divulge to anyone for any purpose, or use for any purpose, any information or Documents obtained in the course of the Proceedings or the negotiation and preparation of this Settlement Agreement, except to the extent that such

information is or becomes otherwise publicly available or unless ordered to do so by a court in Canada.

(2) For greater certainty, section 7.3(1) shall be inoperative to the extent that it is inconsistent with BC Counsel's obligations under section 3.2-10 of the Law Society of British Columbia's *Code of Professional Conduct for British Columbia*.

## **SECTION 8 - CERTIFICATION OR AUTHORIZATION FOR SETTLEMENT ONLY**

### **8.1 Settlement Class and Common Issue**

(1) The Parties agree that the Ontario and Quebec Proceedings shall be certified or authorized as class proceedings as against the Settling Defendants solely for purposes of settlement of the Proceedings and the approval of this Settlement Agreement by the Ontario and Quebec Courts, and such certification or authorization shall not be used or relied on as against the Settling Defendants for any other purpose.

(2) The Plaintiffs agree that, in the motions for certification or authorization of the Ontario and Quebec Proceedings as class proceedings for settlement purposes and for the approval of this Settlement Agreement, the only common issue that they will seek to define is the Common Issue and the only classes that they will assert are the Settlement Classes.

(3) The Parties agree that the certification or authorization of the Ontario and Quebec Proceedings as against the Settling Defendants for the purpose of implementing the Settlement Agreement, shall not derogate in any way from the rights of the Plaintiffs as against any other Person that is not a Releasee, except as expressly set out in this Settlement Agreement.

## **SECTION 9- NOTICE TO SETTLEMENT CLASSES**

### **9.1 Notices Required**

(1) The proposed Settlement Classes shall be given the following notices: (i) the Notice of Hearing; (ii) notice if this Settlement Agreement is not approved, is terminated, or otherwise fails to take effect; and (iii) such further notice as may be directed by the Ontario or Quebec Courts. Copies of the notices shall be sent by direct mail or email to Persons who have commenced an Other Action and their counsel of record.

## **9.2 Form and Distribution of Notices**

(1) The form of notices referred to in section 9.1(1) and the manner and extent of publication and distribution shall be as agreed to by the Plaintiffs and Settling Defendants or in such form or manner as approved by the Ontario and Quebec Courts.

## **SECTION 10 - ADMINISTRATION AND IMPLEMENTATION**

### **10.1 Mechanics of Administration**

(1) Except to the extent provided for in this Settlement Agreement, the mechanics of the implementation and administration of this Settlement Agreement and the Distribution Protocol shall be determined by the Ontario and Quebec Courts on motions brought by Class Counsel.

(2) The Settling Defendants shall not have any responsibility, financial obligations or liability whatsoever with respect to (i) the administration of the Settlement Agreement, including the Distribution Protocol, and (ii) the investment, distribution or administration of monies in the Trust Account including, but not limited to, Administration Expenses and Class Counsel Fees.

### **10.2 Information and Assistance**

(1) Unless previously produced during discovery, the Settling Defendants will make reasonable efforts to provide a list of available names and addresses (including any relevant email addresses), and purchase price information of those Persons in Canada who purchased Lithium Batteries and/or Lithium Batteries Products from the Settling Defendants during the Class Period. The information shall be delivered in Microsoft Excel or such other format as may be agreed upon by Counsel for the Settling Defendants and Class Counsel, and shall be delivered as a separate production. If previously produced during discovery, the Settling Defendants will make reasonable efforts to identify the relevant documents by bates number.

### **10.3 Distribution Protocol**

(1) After the Effective Date, at a time wholly within the discretion of Class Counsel, but on notice to the Settling Defendants, Class Counsel will make an application seeking orders from the Ontario and Quebec Courts approving the Distribution Protocol.

(2) The Distribution Protocol shall require Settlement Class Members seeking compensation to give credit for any compensation received through other proceedings or in private out-of-class settlements, 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.

### **SECTION 11- CLASS COUNSEL FEES, DISBURSEMENTS AND ADMINISTRATION EXPENSES**

#### **11.1 Court Approval for Class Counsel Fees and Disbursements**

(1) Class Counsel may seek the Ontario and Quebec Courts' approval to pay Class Counsel Disbursements and Class Counsel Fees contemporaneous with seeking approval of this Settlement Agreement. Class Counsel Disbursements and Class Counsel Fees shall be reimbursed and paid solely out of the Trust Account after the Effective Date.

(2) In the event that some of the funds remain in the Trust Account after payment of Class Counsel Disbursements, Class Counsel Fees, Administrative Expenses, and implementation of the Distribution Protocol, Class Counsel shall seek direction from the Ontario and Quebec Courts regarding the distribution of the remaining funds.

(3) Class Counsel reserve the right to bring motions to the Ontario and Quebec Courts for reimbursement out of the Trust Account for any future Class Counsel Disbursements.

#### **11.2 Responsibility for Fees, Disbursements and Taxes**

(1) The Settling Defendants shall not be liable for any Class Counsel Fees, Class Counsel Disbursements or taxes of any of the lawyers, experts, advisors, agents, or representatives retained by Class Counsel, the Plaintiffs or the Settlement Class Members, any amounts to which the Fonds d'aide aux actions collectives in Quebec may be entitled, or any lien of any Person on any payment to any Settlement Class Member from the Settlement Amount.

#### **11.3 Administration Expenses**

(1) Except as provided herein, Administration Expenses may only be paid out of the Trust Account after the Effective Date.



(2) Notwithstanding section 11.1(1) and 11.3(1), Class Counsel shall pay the costs of the notices required by section 9.1(1) and any costs of translation required by section 12.11 from the Trust Account, as they become due and such payments may be made before the Effective Date. Subject to section 4.2(2), the Settling Defendants shall not have any responsibility for the costs of the notices or translation.

## **SECTION 12 - MISCELLANEOUS**

### **12.1 Motions for Directions**

(1) Class Counsel or the Settling Defendants may apply to the Courts as may be required for directions in respect of the interpretation, implementation and administration of this Settlement Agreement. Unless a Court orders otherwise, motions for directions that do not relate solely to matters affecting the BC Proceeding or the Quebec Proceeding shall be determined by the Ontario Court.

(2) All motions contemplated by this Settlement Agreement shall be on notice to the Parties.

### **12.2 Headings, etc.**

(1) In this Settlement Agreement:

- (a) the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement; and
- (b) the terms “this Settlement Agreement”, “hereof”, “hereunder”, “herein”, and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement.

### **12.3 Computation of Time**

(1) In the computation of time in this Settlement Agreement, except where a contrary intention appears,

- (a) where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and
- (b) only in the case where the time for doing an act expires on a holiday as “holiday” is defined in the *Rules of Civil Procedure*, RRO 1990, Reg 194, the act may be done on the next day that is not a holiday.

#### **12.4 Ongoing Jurisdiction**

(1) Each of the Courts shall retain exclusive jurisdiction over each Proceeding commenced in its jurisdiction and the Parties in that Proceeding, except that the Ontario Court will have jurisdiction over the Class Counsel Fees in the BC Proceeding.

(2) No Party shall ask a Court to make any order or give any direction in respect of any matter of shared jurisdiction unless that order or direction is conditional upon a complementary order or direction being made or given by the other Court(s) with which it shares jurisdiction over that matter.

(3) Notwithstanding sections 12.4(1) and 12.4(2), the Ontario Court shall exercise jurisdiction with respect to implementation, administration, interpretation and enforcement of the terms of this Settlement Agreement, and the Plaintiffs, Settlement Class Members and Settling Defendants attorn to the jurisdiction of the Ontario Court for such purposes. Issues related to the administration of the Settlement Agreement, the Trust Account, and other matters not specifically related to the claim of a Quebec Settlement Class Member shall be determined by the Ontario Court.

#### **12.5 Governing Law**

(1) Subject to section 12.5(2), this Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

(2) Notwithstanding section 12.5(1), for matters relating specifically to the BC or Quebec Proceeding, the BC or Quebec Court, as applicable, shall apply the law of its own jurisdiction and the laws of Canada applicable therein.

#### **12.6 Entire Agreement**

(1) This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

#### **12.7 Amendments**

(1) This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto, and any such modification or amendment must be approved by the Court with jurisdiction over the matter to which the amendment relates.

#### **12.8 Binding Effect**

(1) This Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiffs, the Settling Defendants, the Settlement Class Members, the Releasors, the Releasees and all of their successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Plaintiffs shall be binding upon all Releasors and each and every covenant and agreement made herein by the Settling Defendants shall be binding upon all of the Releasees.

#### **12.9 Counterparts**

(1) This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile or electronic/PDF signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

**12.10 Negotiated Agreement**

(1) This Settlement Agreement has been the subject of negotiations and discussions among the undersigned, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

**12.11 Language**

(1) The Parties acknowledge that they have required and consented that this Settlement Agreement and all related Documents be prepared in English; les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais. Nevertheless, if required by a Court, Class Counsel and/or a translation firm selected by Class Counsel shall prepare a French translation of the Settlement Agreement, the cost of which shall be paid from the Settlement Amount. In the event of any dispute as to the interpretation or application of this Settlement Agreement, only the English version shall govern.

**12.12 Transaction**

(1) This Settlement Agreement constitutes a transaction in accordance with Articles 2631 and following of the *Civil Code of Quebec*, and the Parties are hereby renouncing to any errors of fact, of law and/or of calculation.

**12.13 Recitals**

(1) The recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

**12.14 Schedules**

(1) The schedules annexed hereto form part of this Settlement Agreement.

### 12.15 Acknowledgements

- (1) Each of the Parties hereby affirms and acknowledges that:
- (a) he, she or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood the Settlement Agreement;
  - (b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her or the Party's representative by his, her or its counsel;
  - (c) he, she or the Party's representative fully understands each term of the Settlement Agreement and its effect; and
  - (d) no Party has relied upon any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other Party, beyond the terms of this Settlement Agreement, with respect to the first Party's decision to execute this Settlement Agreement.

### 12.16 Notice

- (1) Where this Settlement Agreement requires a Party to provide notice or any other communication or Document to another, such notice, communication or Document shall be provided by email, facsimile or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

#### **For the Plaintiffs and for Class Counsel in the Proceedings:**

**Charles M. Wright and Linda Visser  
Siskinds LLP  
Barristers and Solicitors  
680 Waterloo Street  
London, ON N6A 3V8**

Telephone: 519-672-2121  
Facsimile: 519-672-6065  
Email: charles.wright@siskinds.com  
linda.visser@siskinds.com

**David Sterns and Jean Marc Leclerc  
Sotos LLP  
Barristers and Solicitors  
180 Dundas Street West, Suite 1200  
Toronto, ON M5G 1Z8**

Telephone: 416-977-0007  
Facsimile: 416-977-0717  
Email: dsterns@sotosllp.com  
jleclerc@sotosllp.com

Maxime Nasr  
Belleau Lapointe, LLP  
306, Place d'Youville  
Office B-10  
Montreal, Quebec H2Y 2B6

Telephone: 514-987-6700  
Facsimile: 514-987-6886  
Email: mnasr@belleaulapointe.com

Reidar Mogerman and David Jones  
Camp Fiorante Matthews Mogerman  
Barristers and Solicitors  
#400-856 Homer Street  
Vancouver, BC V6B 2W5

Telephone: 604-689-7555  
Facsimile: 604-689-7554  
Email: rmogerman@cfmlawyers.ca  
djones@cfmlawyers.ca

**For Settling Defendants:**

Emrys Davis  
Bennett Jones LLP  
3400 One First Canadian Place  
P.O. Box 130  
Toronto, ON M5X 1A4

Telephone: 416-777-6242  
Facsimile: 416-862-1716  
Email: DavisE@bennettjones.com

**14.18 Date of Execution:**

(1) The Parties have executed this Settlement Agreement as of the date on the cover page.

**KHURRAM SHAH and ALPINA HOLDINGS INC., on their own behalf and on behalf of the Ontario Settlement Class, by their counsel**

Name of Authorized Signatory:

David Jones for Siskinds

Signature of Authorized Signatory:

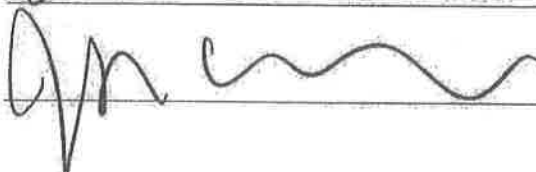


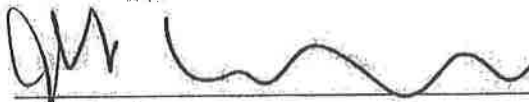
Siskinds LLP  
Ontario Counsel

Name of Authorized Signatory:

Jean-Marc Leclerc

Signature of Authorized Signatory:





Sotos LLP  
Ontario Counsel

**JONATHAN CRUZ**, by his counsel

Name of Authorized Signatory:

David Jones

Signature of Authorized Signatory:



Camp Fiorante Matthews Mogeran LLP  
BC Counsel

**OPTION CONSOMMATEURS**, on its own behalf and on behalf of the Quebec Settlement Class, by its counsel

Name of Authorized Signatory:

Maxime Nasr

Signature of Authorized Signatory:



Belleau Lapointe, LLP  
Quebec Counsel

**PANASONIC CORPORATION, PANASONIC CORPORATION OF NORTH AMERICA, PANASONIC CANADA INC., and SANYO ELECTRIC CO., LTD.** by their counsel

Name of Authorized Signatory:

Emrys Davis

Signature of Authorized Signatory:



Bennett Jones LLP

**SCHEDULE A – PROCEEDINGS**

<b>Proceeding</b>	<b>Plaintiffs</b>	<b>Defendants</b>	<b>Settlement Class</b>
Ontario Superior Court of Justice Court File No. CV-13-483540-00CP (the “Ontario Proceeding”)	Khurram Shah and Alpina Holdings Inc.	LG Chem, Ltd., LG Chem America, Inc., Panasonic Corporation, Panasonic Corporation of North America, Panasonic Canada Inc., Sanyo Electric Co., Ltd., Sanyo North America Corporation, Sanyo Energy (U.S.A.) Corporation, Sony Corporation, Sony Energy Devices Corporation, Sony Electronics, Inc., Sony of Canada Ltd., Samsung SDI Co., Ltd., Samsung SDI America, Inc., Samsung Electronics Canada Inc., Hitachi, Ltd., Hitachi Maxell, Ltd., Maxell Corporation of America, Maxell Canada, GS Yuasa Corporation, NEC Corporation, NEC Tokin Corporation, NEC Canada, Toshiba Corporation, Toshiba America Electronic Components, Inc., and Toshiba of Canada Limited	All Persons in Canada who purchased Lithium Batteries and/or Lithium Battery Products in Canada during the Class Period, except the Excluded Persons and Persons who are included in the Quebec Settlement Class.
Superior Court of Quebec (District of Montreal), File No. 500-06-000632-121 (the “Quebec Proceeding”)	Option consommateurs	LG Chem Ltd., LG Chem America, Inc., Panasonic Corporation, Panasonic Corporation of North America, Panasonic Canada Inc., Sanyo Electric Co., Ltd., Sanyo North America Corporation, Sony Corporation, Sony of Canada Ltd., Sony Energy Devices Corporation, Sony Electronics, Inc., Samsung SDI Co., Ltd. Samsung	All Persons in Quebec who purchased Lithium Batteries and/or Lithium Battery Products in Canada during the Class Period, except the Excluded Persons.



Proceeding	Plaintiffs	Defendants	Settlement Class
		SDI America, Inc., Hitachi, Ltd., Hitachi Canada, Ltd., Hitachi Maxell, Ltd., Maxell Corporation of America	
British Columbia Supreme Court File No. VLC-S-S-128141 (Vancouver Registry) (the "BC Proceeding")	Jonathan Cruz	LG Chem Ltd., LG Chem America, Inc., Panasonic Corp., Panasonic Corporation of North America, Sanyo Electric Co., Ltd., Sanyo North America Corporation, Panasonic Canada Inc., Samsung SDI Co. Ltd., Samsung SDI America, Inc., Samsung SDI Mexico, S.A. de C.V., Samsung SDI (Hong Kong) Ltd., Tianjin Samsung SDI Co., Ltd., Shanghai Samsung SVA Electronic Devices Co., Ltd., Samsung Electronics Canada Inc., Sony Corporation, Sony Energy Devices Corporation, Sony Electronics Inc., Sony of Canada Ltd., Hitachi, Ltd., Hitachi Canada, Ltd., Hitachi-Maxell Ltd., Maxell Corporation of America and Maxell Canada	



## Schedule "B"

**DISTRIBUTION PROTOCOL  
IN THE MATTER OF THE CANADIAN LITHIUM ION BATTERIES (LIB) CLASS  
ACTION SETTLEMENTS**

**INDEX**

GENERAL PRINCIPLES OF THE ADMINISTRATION .....	2
DEFINITIONS.....	3
DISTRIBUTION OF NET SETTLEMENT AMOUNTS .....	7
Sample Calculation .....	9
Minimum Payment.....	9
Directions from the Ontario Court.....	9
THE CLAIMS PROCESS .....	9
Contents of the Claim Form.....	9
The Online Claim Portal .....	14
The Process for Filing a Claim Form.....	15
Deficiencies and Review Process .....	16
Adjustments to Claims Process and Extension of the Claims Filing Deadline .....	17
Claims Administrator’s Decision.....	18
Appeal of the Claims Administrator’s Decision.....	18
Adjustments to Appeal Process and Extension of the Appeal Deadline .....	20
Payment of Settlement Benefits.....	20
THE CLAIMS ADMINISTRATOR’S DUTIES AND RESPONSIBILITIES .....	21
Supervisory Powers of the Ontario Court.....	21
Investment of Settlement Funds.....	21
Communication, Languages and Translation .....	22
Undeliverable Mail .....	22
Fraudulent Claim Forms .....	23
Taxes.....	23
Reporting.....	23
Assistance to the Claims Administrator.....	23
Preservation and Disposition of Claim Submissions.....	23
Confidentiality .....	24
Schedule “A” – Related Entity Authorization .....	25
Schedule “B” – Third-Party Authorization.....	26

## GENERAL PRINCIPLES OF THE ADMINISTRATION

1. The procedures set forth herein (the “Distribution Protocol”) are intended to govern the administration of the settlement agreements entered into in the Canadian LIB price-fixing class action (the “Settlement Agreements”) with the following defendants:
  - (a) NEC Corporation and NEC Tokin Corporation;
  - (b) Samsung SDI Co., Ltd. and Samsung SDI America, Inc.;
  - (c) Sony Corporation, Sony Energy Devices Corporation, Sony Electronics, Inc., and Sony of Canada Ltd.;
  - (d) LG Chem, Ltd. and LG Chem America, Inc.;
  - (e) Toshiba Corporation, Toshiba America Electronic Components, Inc., and Toshiba of Canada Limited;
  - (f) Maxell Holdings, Ltd. and Maxell Corporation of America; and
  - (g) Panasonic Corporation, Panasonic Corporation of North America, Panasonic Canada Inc., and Sanyo Electric Co., Ltd.

(each, a “Defendant” and collectively, the “Defendants”).
2. This Distribution Protocol is intended to facilitate an equitable distribution of the Net Settlement Amounts among Settlement Class Members.
3. 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 LIB or LIB Products sales information provided by the Defendants wherever possible; and
  - (e) be bilingual in all respects.
4. Excluded Persons as defined in the Settlement Agreements are not entitled to the payment of settlement benefits under this Distribution Protocol.
5. 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 purchases of LIBs or LIB Products, 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**

6. Where a term is defined in both the Settlement Agreements and in this Distribution Protocol, the definition in this Distribution Protocol shall govern.
7. For the purpose of this Distribution Protocol:
- (a) *Arbitrator* means a bilingual individual designated by the Courts to determine appeals.
  - (b) *Claims Administrator* means the firm proposed by class counsel and appointed by the Courts to administer this Distribution Protocol and any employees of such firm.

- (c) ***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.
- (d) ***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.
- (e) ***Class Period*** means January 1, 2000 to January 1, 2012.
- (f) ***Courts*** means the Ontario Superior Court of Justice and the Superior Court of Quebec.
- (g) ***Decision Notice*** shall have the meaning attributed to it in paragraph 40.
- (h) ***Direct Purchaser End Users*** are Settlement Class Members who purchased LIBs or LIB Products for their own use and not for commercial resale directly from a Defendant or an entity related to a Defendant.
- (i) ***Direct Purchaser Resellers*** are Settlement Class Member who purchased LIBs or LIB Products for commercial resale directly from a Defendant or an entity related to a Defendant.
- (j) ***Excluded Persons*** means each Defendant, the directors and officers of each Defendant, the subsidiaries or affiliates of each Defendant, the entities in which each Defendant or any of that Defendant's subsidiaries or affiliates have a

controlling interest and the legal representatives, heirs, successors and assigns of each of the foregoing.

- (k) ***LIB*** means a lithium-ion rechargeable battery, including battery cells and battery cells that have been assembled into packs, but excluding lithium-ion rechargeable batteries designed for use in automobiles or other vehicles.
- (l) ***LIB Products*** means the following products containing lithium-ion batteries: notebook computers, laptop computers, tablet computers, e-book readers, MP3 players, personal digital assistants, handheld GPS, handheld video players, cell phones or smart phones (excluding cell phones acquired as part of a cell phone service contract), and replacement lithium-ion battery packs.
- (m) ***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.
- (n) ***Online Claim Portal*** means a web-based portal created and maintained by the Claims Administrator in accordance with paragraphs 23 to 27 of this Distribution Protocol.
- (o) ***Ontario Court*** means the Ontario Superior Court of Justice.
- (p) ***Other Purchaser End Users*** are Settlement Class Members who purchased LIBs or LIB Products for their own use and not for commercial resale, from an entity that is not a Defendant or related to a Defendant. For clarity, this category



includes so-called “umbrella purchasers”, meaning persons who purchased products manufactured by non-Defendants.

- (q) ***Other Purchaser Resellers*** are Settlement Class Members who purchased LIBs or LIB Products for commercial resale, from an entity that is not a Defendant or related to a Defendant. For clarity, this category includes so-called “umbrella purchasers”, meaning persons who purchased products manufactured by non-Defendants.
- (r) ***Person*** means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, trustee, executor, beneficiary, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity and their heirs, predecessors, successors, representatives, or assignees.
- (s) ***Point Total*** 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 paragraph 12 below.
- (t) ***Settlement Agreements*** has the meaning attributed to it in paragraph 1.
- (u) ***Settlement Class Member*** means any Person in Canada who purchased LIBs or LIB Products in Canada during the Class Period, except Excluded Persons
- (v) ***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 AMOUNTS

### Undocumented Claims

8. Settlement Class Members may file a Claim Form in respect of one or more LIB or LIB Product without providing proof of purchase ("**Undocumented Claims**").
9. Settlement Class Members who file Undocumented Claims will be eligible to receive the administrative minimum payment referenced in paragraph 15 (\$20). If, in the opinion of class counsel or the Claims Administrator, the value of Undocumented Claims will result in an inequitable distribution of the Net Settlement Amounts, the Claims Administrator or class counsel may seek direction from the Ontario Court.

### Documented Claims

10. Settlement Class Members who wish to be eligible to receive more than the ~~administrative minimum payment~~ must substantiate their claim by purchase information provided by the Settlement Class Member and/or the Defendants ("**Documented Claims**").
11. After Undocumented Claims are paid out, the remaining Net Settlement Amounts will be distributed to qualifying Settlement Class Members who filed Documented Claims. In respect of Documented Claims, a Settlement Class Member's entitlement will be calculated *pro rata* (proportionally) based on the value of the qualifying Settlement Class Member's Point Total as against the value of all qualifying Settlement Class Members' Point Totals.
12. For the purposes of the *pro rata* distribution, a Settlement Class Member's Point Total will be calculated as follows:

- (a) the number of LIB packs purchased by the Settlement Class Member will be calculated. The following values will apply:

LIB/LIB Product	Point Value
notebook computer or replacement battery	6
laptop computer or replacement battery	6
tablet computer or replacement battery	1
e-book reader or replacement battery	1
MP3 player or replacement battery pack	1
personal digital assistant or replacement battery pack	1
handheld GPS or replacement battery pack	1
handheld video player or replacement battery pack	2
cell phone/smart phone or replacement battery pack [excluding phones acquired as part of a cell phone service contract]	1

- (b) To account for the position of the Settlement Class Member in the distribution chain, the following percentages will be applied to the purchases outlined in para 11(a) above:
- (i) Direct Purchaser End Users – 100%;
  - (ii) Direct Purchaser Resellers – 25%;
  - (iii) Other Purchaser End Users – 80%; and
  - (iv) Other Purchaser Resellers – 15%.

### **Sample Calculation**

13. If a Direct Purchaser Reseller purchased 100,000 laptop computers, the Point Total for the purpose of determining its pro rata share of the Net Settlement Amounts remaining after Undocumented Claims are paid out would be calculated as follows:

600,000 (representing 100,000 laptop computers with each having a point value of 6) x .25 (representing the categorization of the Settlement Class Member) = 150,000.

14. Assuming the value of all qualifying Settlement Class Members' Point Totals equals 10 million, this Settlement Class Member would be entitled to 0.015% (150,000/10 million) of the portion of the Net Settlement Amounts remaining after Undocumented Claims are paid out.

### **Minimum Payment**

15. 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**

16. In consultation with class counsel, the Claims Administrator can seek directions from the Ontario Court with respect to the distribution of the Net Settlement Amounts to ensure an equitable and cost effective distribution of the Net Settlement Amounts.

## **THE CLAIMS PROCESS**

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

17. The Claim Form shall require Settlement Class Members to provide the following:

- (a) name and contact information;
- (b) in respect of Undocumented Claims only, a declaration that the Settlement Class Member purchased one or more LIBs or LIB Products during the Class Period;
- (c) in respect of Documented Claims only:
  - (i) information that will allow the Claims Administrator to determine the Settlement Class Member's Point Total in accordance with paragraph 12;
  - (ii) proof of purchase consistent with paragraph 20;
- (d) disclosure about whether the Settlement Class Member or any related entity 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 LIBs or LIB Products;
- (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 review 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 related entity (i.e., a parent company claiming on behalf of a subsidiary or affiliate) or a third-party on behalf of a Settlement Class Member (i.e., a third-party claims services or a lawyer of their own choosing), the Settlement Class Member must provide a signed authorization in the form attached hereto as Schedule "A" or Schedule "B", as applicable, at the time the Claim Form is submitted.

18. 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 price-fixing class actions, including consent to receiving correspondence and/or notices relating to other price-fixing class actions by email or direct mail.

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

Settlement Class Members relying on Defendant sales data

19. Where the Defendants have provided sales information in respect of a Settlement Class Member:
- (a) the fields in the Claim Form relating to the Settlement Class Member's LIB or LIB Product purchases during the Class Period shall be automatically populated with the sales information provided by the Defendants.
  - (b) The Settlement Class Member will be given the opportunity to agree with the purchase information provided by the Defendants.
  - (c) If necessary, the Settlement Class Member may be asked for additional information to assist with the interpretation of Defendant data.

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

20. Where a Settlement Class Member claims for purchases not substantiated by the Defendants' data:
- (a) the Settlement Class Member will be required to complete all relevant fields in the Claim Form relating to the Settlement Class Member's purchases of LIB or LIB Products during the Class Period; and

(b) the Settlement Class Member will be required to provide documentary proof in any of the following forms:

(i) invoices, receipts, delivery or packing slips, purchase records, or historical accounting records; or

(ii) a declaration attesting to the units purchased, together with substantiating documentation that is acceptable to the Claims Administrator. For greater clarity,

(A) The declaration must:

(I) be sworn by the Settlement Class Member or an officer, director or employee of the Settlement Class Member. To the extent that the declaration contains information that is not within the declarant's personal knowledge, the declarant must identify the source of the information and their belief that the information is true;

(II) reflect realistic purchasing practices. Any extrapolations based on the frequency of product replacement/turnover (for example, statements such as: "The Settlement Class Member replaces employee laptops every X years...") should be supported by actual business records during or after the Class Period. If actual business records are not available, it will be assumed that the Settlement Class Member made two rounds of purchases during the Class Period;

- (III) clearly set out any data points or metrics used to calculate the Settlement Class Member's purchases of LIB or LIB Products during the Class Period; and
  - (IV) to the extent that the Settlement Class Member is extrapolating its LIB or LIB Product purchases based on purchase records for part of the Class Period or post-Class Period, the Settlement Class Member must provide the basis of the extrapolation and proof that the Settlement Class Member was fully operational during the period in which the Settlement Class Member is extrapolating its purchases.
- (B) The substantiating documentation must:
- (I) support each of the key data points or metrics relied upon in the declaration; and
  - (II) be claimant-specific and contemporaneous with the Class Period. If contemporaneous documents are not available, more recent documents may be submitted provided that the claimant explains their relevance to the Class Period.
- (c) With respect to Settlement Class Members who substantiate their claims with a declaration pursuant to paragraph 20(b)(ii), the Claims Administrator has discretion to approve, in full or part, any claim based on its own assessment of reasonableness. As part of this assessment, the Claims Administrator can consider



the reasonableness of the Settlement Class Member's assertions, any substantiating evidence (or lack thereof) provided by the Settlement Class Member, and publicly available information. The Claims Administrator may, at its own discretion, request further information from the Settlement Class Member.

#### **Assistance in Filing a Claim Form**

21. Settlement Class Members can contact the Claims Administrator or class counsel, at no charge, with questions about how to complete a Claim Form.
22. For Documented Claims, 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**

23. 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.
24. The Online Claim Portal shall be accessible from the Settlement Website.
25. 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 17 to 18 above.
26. The Online Claim Portal shall be designed so as to minimize the possibility of deficient Claim Forms.

27. The Claims Administrator shall develop procedures for tracking and recording in an electronic format the following information, as it is provided by Settlement Class Members in their Claim Forms:
- (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**

28. Settlement Class Members will be encouraged to complete and submit a Claim Form electronically using the Online Claim Portal.
29. 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.
30. 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. Settlement Class Members who are corporate entities must submit a Claim Form using the Online Claim Portal.

31. Subject to paragraph 38 or further order of the Courts, all completed Claim Forms must be submitted to the Claims Administrator or postmarked no later than the Claims Filing Deadline.
32. Subject to the discretion of the Claims Administrator, claims may not be amended after the Claims Filing Deadline. For greater clarity, "placeholder claims" - meaning inaccurate and/or incomplete claims filed solely for the purpose of meeting the Claim Filing Deadline - will not be permitted.

#### **Deficiencies and Review Process**

33. The Claims Administrator shall review all Claim Forms for (or implement processes to detect) deficiencies including incomplete fields, missing documentation, out of country claims, and duplicative or fraudulent claims.
34. In addition to the above, the Claims Administrator will review a subset of claims for accuracy. Among other things, this review will determine whether the Settlement Class Member provided adequate proof of purchase in accordance with paragraph 20(b). The Claims Administrator will review:
  - (a) any claims supported by a declaration pursuant to paragraph 20(b)(ii);
  - (b) the top 15% of Documented Claims (measured by Point Total) that are not substantiated by the Defendants' data; and
  - (c) at least an additional random selection of 10% of other Documented Claims that are not substantiated by the Defendants' data.
35. At its sole discretion, the Claims Administrator can elect to review 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.

36. The Claims Administrator shall notify Settlement Class Members if their claim was identified pursuant to paragraphs 32 and/or 33 as:
- (a) including incomplete fields or missing documentation;
  - (b) potentially duplicative;
  - (c) an out of country claim;
  - (d) potentially fraudulent; and/or
  - (e) being supported by insufficient proof of purchase.
37. The Claims Administrator will provide the Settlement Class Member with instructions for remedying the issue(s) and shall provide (30) days from the date of such notice to remedy the issue(s). If the issue(s) is not corrected within the thirty (30) day period, the Claims Administrator may reject the Claim Form.

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

38. 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 may 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 Amounts and it is in the best interests of the Settlement Class Members to do so.

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

39. In respect of each Settlement Class Member who has filed a Claim Form in accordance with this Distribution Protocol, the Claims Administrator shall decide whether the Settlement Class Member is eligible to receive settlement benefits in accordance with the Distribution Protocol and any orders of the Courts related to the Distribution Protocol.
40. 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 their Point Total (the "Decision Notice"). Where the Claims Administrator has rejected all or part of a claim (or recategorized any purchases into a different purchaser group), the Claims Administrator shall include in the Decision Notice its grounds for rejecting or recategorizing all or part of the claim.
41. 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 42 to 50.

### **Appeal of the Claims Administrator's Decision**

42. Appeals must be submitted within thirty (30) days from the date of the Decision Notice.
43. The following grounds shall not be grounds for appeal:
  - (a) the Claims Administrator's refusal to accept a Claim Form postmarked or electronically submitted after the Claims Filing Deadline;
  - (b) the Claim Administrator's decisions on Undocumented Claims;
  - (c) the Claim Administrator's decision to reject a Claim Form pursuant to paragraph 37 for the failure to respond to a request for additional information; or

- (d) the structure of the Distribution Protocol, as approved by the Courts.
44. Appeals will be determined by the Arbitrator.
45. 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 Arbitrator for consideration.
46. A \$150 filing fee is payable by a Settlement Class Member upon submission of a notice of appeal to the Claims Administrator. If a Settlement Class Member's claim was partially approved, the filing fee shall be deducted from the Settlement Class Member's settlement benefits. If a Settlement Class Member's claim was rejected, the Settlement Class Member will be required to pay the filing fee to the Claims Administrator by e-transfer or cheque within ten (10) days after delivering a written appeal. If a Settlement Class Member does not pay the filing fee within ten (10) days after delivering a written appeal, their appeal shall be dismissed.
47. The filing fee shall be refunded if the Arbitrator finds in favour of the Settlement Class Member.
48. The Claims Administrator must provide the Arbitrator with 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. The Claims Administrator and class counsel may make written submissions to the Arbitrator as is reasonably necessary.

49. Notwithstanding the foregoing, the Arbitrator, acting in its sole discretion, can request oral submissions (to be provided via teleconference or videoconference, as requested by the Arbitrator) from the Settlement Class Member, Claims Administrator and/or class counsel.
50. The decision on the appeal is final and binding and shall not be subject to any further appeal or review whatsoever.

#### **Adjustments to Appeal Process and Extension of the Appeal Deadline**

51. By agreement between the Arbitrator and class counsel, the appeal deadline may be extended and the Arbitrator may adjust the appeal process. Class counsel and the Arbitrator may agree to extend the appeal deadline and/or adjust the appeal process if, in their opinions, doing so will not adversely affect the fair and efficient administration of the Net Settlement Amounts and it is in the best interests of the Settlement Class Members to do so.

#### **Payment of Settlement Benefits**

52. 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.
53. The Claims Administrator shall make arrangements to pay approved claims as expeditiously as possible. Undocumented Claims may be paid out before Documented Claims.
54. For individual claimants, payments will be made by e-transfer or cheque. Where an individual Settlement Class Member elects to receive payment by cheque, \$2 will be deducted from that Settlement Class Member's payment to reflect the cost of issuing a

cheque. The online claims portal shall provide individual Settlement Class Members an opportunity to elect between payment by e-transfer or cheque and shall advise that individual Settlement Class Members who elect to receive payment by cheque will have \$2 deducted from their payment to reflect the cost of issuing a cheque. For commercial claimants, payments will be issued by cheque or, at the discretion of the Claims Administrator, wire transfer.

55. A balance will be created if 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 Courts, the balance will be distributed as *cy pres* payment(s).
56. The *cy pres* payment(s) shall be less any amounts payable to the Fonds d'aide aux actions collectives, pursuant the *Act respecting the Fonds d'aide aux actions collectives*, CQLR c. F-3.2.0.1.1 and calculated in accordance with 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.

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

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

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

### **Investment of Settlement Funds**

58. 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**

59. 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.
60. The Claims Administrator shall establish a toll-free number for calls from Canada.
61. The Claims Administrator shall dedicate sufficient personnel to respond to Settlement Class Members' inquiries in English or French, as the Settlement Class Member elects.
62. 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.
63. In the event of any dispute as to the interpretation or application of this Distribution Protocol, only the English version shall be considered.

**Undeliverable Mail**

64. The Claims Administrator shall have no responsibility for locating Settlement Class Members for any mailing returned to the Claims Administrator as undeliverable.
65. 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. Subject to the sole discretion of the Claims Administrator, payments for \$20 will not be reissued. Subject to the Claims Administrator's discretion, where a Settlement Class Member who is entitled to payment of greater than \$20 requests that payment be reissued, the cost of repayment (\$10 for e-

transfers and \$15 for cheques) will be deducted from that Settlement Class Member's settlement benefits.

#### **Fraudulent Claim Forms**

66. 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/or IP address.

#### **Taxes**

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

#### **Reporting**

68. The Claims Administrator shall provide regular reports to class counsel regarding the administration.
69. The Claims Administrator shall provide any reports requested by the Courts.

#### **Assistance to the Claims Administrator**

70. 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 Courts in advance.

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

71. Subject to paragraph 73, 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 three (3) years after this action is finally resolved and 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.

### **Confidentiality**

72. 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 Distribution Protocol, including evaluating the Settlement Class Member's eligibility status under the Distribution Protocol. 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 Distribution Protocol and/or orders of the Courts.
  
73. 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 "A" – RELATED ENTITY AUTHORIZATION**

This Schedule is to be completed only if the Claim is being submitted by a parent company on behalf of a subsidiary or affiliate.

Contact Information for Person completing this authorization:

Name:	
Title/Position:	
Address:	
Email:	
Phone:	

I \_\_\_\_\_ [*name of Settlement Class Member*]  
authorize \_\_\_\_\_ [*name of representative*] to file  
a Claim in the Canadian LTB Price Fixing Class Action Distribution on my behalf.

I understand that all communications relating to the Claim will be directed towards my representative and that any resulting payment will be issued to my representative.

DATED at \_\_\_\_\_ [*city*], in the Province of \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

I have the authority to bind the corporation

**SCHEDULE "B" – THIRD-PARTY AUTHORIZATION**

This Schedule is to be completed only if the Claim is being submitted on behalf of a Settlement Class Member by a representative (including a third-party claims service or lawyer of their own choosing).

Contact Information for Person completing this authorization:

Name:	
Title/Position:	
Address:	
Email:	
Phone:	

I, \_\_\_\_\_ [*name of Settlement Class Member*] authorize \_\_\_\_\_ [*name of representative*] to file a Claim in the Canadian LIB Price-Fixing Class Action Distribution on my behalf.

I understand that the claims filing process was designed to enable Settlement Class Members to file Claims without the assistance of an agent and that the Settlement Class Member can contact the Claims Administrator at no charge to ask questions about the claims filing process.

I have reviewed the information to be submitted by my representative as part of the Claim Form, including the quantum of my LIB and LIB Product purchases. I understand that my representative will be claiming for the following purchases of LIBs and LIB Products:

LIB/LIB Product	Number of Units Purchased
notebook computer or replacement battery	
laptop computer or replacement battery	
tablet computer or replacement battery	
e-book reader or replacement battery	
MP3 player or replacement battery pack	
personal digital assistant or replacement battery pack	

handheld GPS or replacement battery pack	
handheld video player or replacement battery pack	
cell phone/smart phone or replacement battery pack [excluding phones acquired as part of a cell phone service contract]	

I can attest based on personal knowledge that the information to be submitted by the representative, including the total purchases claimed, accurately reflects the my business records.

I understand that all communications relating to the Claim will be directed towards my representative and that any resulting payment will be issued to my representative.

DATED at \_\_\_\_\_ [city], in the Province of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

I have the authority to bind the corporation

# Schedule "C"

[insert graphic]

**Did you purchase Lithium Ion Batteries (LIBs) or  
certain products containing LIBs (LIB Products)  
in Canada between January 1, 2000 and  
January 1, 2012?**

If so, you could be entitled to compensation as part of class action settlements totalling approximately \$21.3 million. You can apply to receive a payment online at [claims website] no later than [date].

You are represented by: Siskinds LLP (London, ON), Sotos LLP (Toronto, ON), Camp Fiorante Matthews Mogerma (Vancouver, BC) and Belleau Lapointe s.e.n.c.r.l. (Montréal, QC).

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



## **Schedule "D"**

## Did you purchase LIBs (lithium ion batteries) or certain products containing LIBs (LIB Products) between January 1, 2000 and January 1, 2012?

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 legal claims.

### WHAT IS THIS CLASS ACTION ABOUT?

Class actions were commenced in Canada alleging an unlawful conspiracy to fix prices for LIBs and LIB Products.

LIBs are rechargeable batteries used in electronic products. LIB Products are laptop computers, notebook computers, tablet computers, e-book readers, MP3 players, personal digital assistants, GPS, handheld video players, cellphones, and smartphones.

Settlements totalling CDN\$21.3 million were reached with NEC, Samsung, Sony, LG, Toshiba, Maxell, and Panasonic (the "Defendants"). The settlements have received court approval in Ontario and Quebec. The settlements are a compromise of disputed claims and are not admissions of liability. The settlements resolve the litigation in full.

### AM I ELIGIBLE TO RECEIVE MONEY

You are eligible to receive money if you purchased LIBs or LIB Products between January 1, 2000 and January 1, 2012. You can claim with respect to all LIBs or LIB Products purchased, regardless of the manufacturer or brand.

Purchases of cellphones or smart phones as part of a cellular service contract are not eligible for compensation.

### 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.

Subject to further court order, undocumented claims will be paid \$20.

After all undocumented claims are paid, the remainder of the settlement funds 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 number and type of LIBs or LIB Products purchased (a point value will be assigned based on the number of LIB cells and value of the LIB cells within each product type); and (b) your categorization as a Direct Purchaser End User, Direct Purchaser Reseller, Other Purchaser End User and/or Other Purchaser Reseller.

Visit [claims website] for more information.

### DO I NEED PROOF OF PURCHASE?

To be eligible to receive more than \$20, you must provide purchase records. Purchases may be substantiated by sales records provided by the Defendants (where available).

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], 2021.

### 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), Sotos LLP (Toronto, ON), Camp Fiorante Matthews Mogeran (Vancouver, BC) and Belleau Lapointe s.e.n.c.r.l. (Montréal, QC).

## **Schedule "E"**

[INSERT GRAPHIC]

**DID YOU PURCHASE LIBs (LITHIUM ION BATTERIES) OR CERTAIN PRODUCTS CONTAINING LIBs (LIB PRODUCTS) BETWEEN JANUARY 1, 2000 AND JANUARY 1, 2012?**

**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 several LIB manufacturers (the "Defendants") conspired to fix prices for LIBs and LIB Products sold in Canada (collectively the "LIB Proceedings").

In this notice:

- "LIB" means lithium ion batteries, a type of rechargeable batteries.
- "LIB Products" means the following products containing LIBs: laptop computers, notebook computers, tablet computers, e-book readers, MP3 players, personal digital assistants, handheld GPS, handheld video players, cellphones or smartphones (excluding cell phones acquired as part of a cell phone service contract), and replacement lithium-ion battery packs.

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

Settlements were reached with the following groups of Defendants:

Defendants	Settlement Amount
NEC Corporation and NEC Tokin Corporation	CDN \$50,000.00
Samsung SDI Co., Ltd. and Samsung SDI America, Inc.	USD \$2,200,000.00
Sony Corporation, Sony Energy Devices Corporation, Sony Electronics, Inc., and Sony of Canada Ltd.	CDN \$4,500,000.00
LG Chem, Ltd. and LG Chem America, Inc.	USD \$3,900,000.00
Toshiba Corporation, Toshiba America Electronic Components, Inc., and Toshiba of Canada Limited	CDN \$264,759.67
Maxell Holdings, Ltd. and Maxell Corporation of America	USD \$300,000.00
Panasonic Corporation, Panasonic Corporation of North America, Panasonic Canada Inc., and Sanyo Electric Co., Ltd.	USD \$6,295,000.00

All of these settlements have received court approval. The settling Defendants do not admit any wrongdoing or liability. The settlements resolve the proceedings in full.

{12015-001/00784162.3} Questions? Visit [claims website]; email [claims email]; or call toll-free 1-800-XXX-XXXX

### 3. DISTRIBUTION OF SETTLEMENT FUNDS

#### A. Amount Available for Distribution

The settlements achieved in this litigation total approximately CDN \$21.3 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 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 LIBs or LIB Products between January 1, 2000 and January 1, 2012, except the Defendants and certain parties related to the Defendants.

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

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

Subject to further court order, Settlement Class Members who file undocumented claims will receive \$20.

The Net Settlement Amount remaining after paying undocumented claims will be distributed to eligible Settlement Class Members *pro rata* (proportionately) based on the value of the Settlement Class Member's Point Total, as compared to the value of all qualifying Settlement Class Members' Point Totals. 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.

#### D. Calculation of Points Total

For the purpose of the distribution, a Settlement Class Member's Point Total will be calculated based on: (a) the Settlement Class Member's LIB or LIB Product purchases (based on assigned point values for LIBs or LIB Products); and (b) the categorization of the Settlement Class Member.

##### (a) The Settlement Class Member's LIBs or LIB Product Purchases

The following values will be assigned for the purposes of determining the Settlement Class Member's Point Total. This Point Total reflects the number and value of LIB cells within an LIB Product:

LIB/LIB Product	Point Value
notebook computer or replacement battery	6

laptop computer or replacement battery	6
tablet computer or replacement battery	1
e-book reader or replacement battery	1
MP3 player or replacement battery pack	1
personal digital assistant or replacement battery pack	1
handheld GPS or replacement battery pack	1
handheld video player or replacement battery pack	2
cell phone/smart phone or replacement battery pack [excluding phones acquired as part of a cell phone service contract]	1

(b) 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 Users are Settlement Class Members who purchased LIBs or LIB Products for their own use and not for commercial resale directly from a Defendant or an entity related to a Defendant. LIB or LIB Product purchases made in the capacity of a Direct Purchaser End User will be valued at 100%.
- Direct Purchaser Resellers are Settlement Class Members who purchased LIBs or LIB Products for commercial resale directly from a Defendant or an entity related to a Defendant. LIB or LIB Product purchases made in the capacity of a Direct Purchaser Reseller will be valued at 25%.
- Other Purchaser End Users are Settlement Class Members who purchased LIBs or LIB Products for their own use and not for commercial resale, from an entity that is not a Defendant or related to a Defendant, including a non-Defendant manufacturer. LIB or LIB Product purchases made in the capacity of an Other Purchaser End User will be valued at 80%.
- Other Purchaser Resellers are Settlement Class Members who purchased LIBs or LIB Products for commercial resale, from an entity that is not a Defendant or related to a Defendant, including a non-Defendant manufacturer. LIB or LIB Product purchases made in the capacity of an Other Purchaser Reseller will be valued at 15%.

(c) **Sample Calculation**

If a Direct Purchaser Reseller purchased 100,000 laptop computers, the Point Total for the purpose of determining its pro rata share of the Net Settlement Amount remaining after Undocumented Claims are paid would be calculated as follows:

600,000 (representing 100,000 laptop computers with each having a point value of 6) x .25  
(representing the categorization of the Settlement Class Member) = 150,000

Assuming the value of all qualifying Settlement Class Members' Point Totals equals 10 million, this Settlement Class Member would be entitled to 0.015% (150,000/10 million) of the portion of the Net Settlement Amounts remaining after Undocumented Claims are paid out.

(d) **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.

**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 ●, 2021. 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**

If a Settlement Class Member wishes to be eligible to receive more than \$20, proof of purchase is required. Where possible, Settlement Class Members will be able to rely on sales records provided by the Defendants to establish their purchases of LIBs or LIB Products. Settlement Class Members may also rely on their own purchase records.

**Undocumented purchases:** Recognizing that some Settlement Class Members will not have retained proof of purchase, Settlement Class Members can file claims in respect of LIB or LIB Product purchases that are not supported by documentary proof of purchase. Subject to further Court order, Settlement Class Members who file Undocumented Claims are eligible to receive \$20.

Settlement Class Members who wish to claim for more than \$20 must support their claim with proof of purchase.

**Relying on Defendants' data:** Where possible, Settlement Class Members will be able to rely on the Defendants' sales records to establish their purchases. Where available, 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 will not be required to provide further proof of purchase.

**Relying on purchase records:** Where sales data is not available and/or a Settlement Class Member claims for purchases of LIBs or LIB Products in addition to those substantiated by the Defendants' data, the Settlement Class Member must provide proof of purchase. This may take the form of:

- invoices, receipts, delivery or packing slips, purchase records, or historical accounting records; or
- a declaration attesting to the units purchased, together with substantiating documentation that is acceptable to the Claims Administrator. See the Distribution Protocol for more detailed requirements.

**Extrapolating purchases:** Where a Settlement Class Member does not have all purchase records for the period between January 1, 2000 and January 1, 2012, the Settlement Class Member can extrapolate its LIB or LIB Product purchases based on existing purchase records during January 1, 2000 and January 1, 2012, or after that period. The Settlement Class Member must provide the basis of the extrapolation and proof that the Settlement Class Member was fully operational during the period in which the purchases are being extrapolated.

#### 5. CLAIMS ADMINISTRATOR

The courts have appointed ●[name of administrator] (an independent third-party) to receive and review claims, determine eligibility for payments, and issue payments to eligible class members.

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

#### 6. CLASS COUNSEL AND LEGAL FEES

The law firms of Siskinds and Sotos represent Settlement Class Members in Ontario, and in provinces other than British Columbia or Quebec.

Siskinds can be reached at:

Telephone (toll free): 1-800-461-6166

Email: [lithiumionbatteries@siskinds.com](mailto:lithiumionbatteries@siskinds.com) <mailto:charles.wright@siskinds.com>

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

Sotos can be reached at:

Telephone: ●

Email: ●

Mail: ● Attention: ●

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

Telephone: 604-689-7555

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

Mail: #400 - 856 Homer Street, Vancouver, BC V6B 2W5 Attention: Chelsea Hermanson



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

Telephone: ●  
Email: ●  
Mail: ● Attention: ●

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.

## Schedule "F"

**CLAIMS NOTICE PLAN  
LITHIUM-ION BATTERY PRICE-FIXING CLASS ACTION**

The Claims Notice shall be distributed in the following manner:

Publication Notice

1. Sent to the following industry associations, requesting voluntary distribution to their membership:
  - (a) Canadian Information Processing Society (CIPS);
  - (b) Réseau ACTION TI;
  - (c) Retail Council of Canada; and
  - (d) Conseil québécois du commerce de détail (Quebec Council of Retail Trade).

Short-Form Notice

2. Sent by direct mail or email to the following persons:
  - (a) the Settling Defendants' direct purchaser customers in Canada of LIB or LIB Products during the relevant period, to the extent that such information has been provided to class counsel; and
  - (b) anyone who registered with class counsel to receive updates on the status of the class action, to the extent that class counsel has their name and address information.

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

Long-Form Notice

3. Posted in English and French by Ontario, Quebec and British Columbia Class Counsel on their respective websites;
4. Posted in French on Option consommateurs' website; and
5. Mailed or e-mailed by Ontario, Quebec and British Columbia Class Counsel to any person who requests it.

Digital Advertising

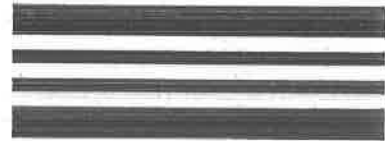
6. Digital notice will be provided through advertisements placed on the following platforms:
  - (a) Google Search Network;
  - (b) Google Display Network;
  - (c) Facebook;
  - (d) Instagram; and
  - (e) YouTube.

Press Release

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

# Schedule "G"

Canadian Lithium Ion Batteries Class Action  
c/o RicePoint Administration Inc.  
P.O. Box 4454, Toronto Station A  
25 The Esplanade  
Toronto, ON M5W 4B1



**LHQ**

«Barcode»

Postal Service: Please do not mark barcode

Claim#: LHQ-«Claim8»-«CkDig»

«FirstNAME» «LastNAME»

«Addr1» «Addr2»

«City», «State»«FProv» «Zip»«FZip»

«FCountry»

**Must Be Postmarked  
No Later Than  
MONTH DAY, YEAR**

## Claim Form – FOR INDIVIDUALS ONLY

CHANGE OF ADDRESS (ONLY IF DIFFERENT FROM ABOVE)

Primary Address											
Primary Address Continued											
City								Province		Postal Code	
Foreign Province				Foreign Postal Code				Foreign Country Name/Abbreviation			

**You should complete this Claim Form if you purchased Lithium Ion Battery ("LIB") Products in Canada during the period between January 1, 2000 and January 1, 2012.**

**Settlement Class Members who are corporate entities must submit a Claim Form using the Online Claim Portal [www.placeholder.ca](http://www.placeholder.ca).**

All completed Claim Forms must be submitted to the Claims Administrator postmarked on or before MONTH DAY, YEAR, at the following address:

Canadian Lithium Ion Batteries Class Action  
c/o RicePoint Administration Inc.  
P.O. Box 4454, Toronto Station A  
25 The Esplanade  
Toronto, ON M5W 4B1

### 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:

- *LIB* means a lithium-ion rechargeable battery, including battery cells and battery cells that have been assembled into packs, but excluding lithium-ion rechargeable batteries designed for use in automobiles or other vehicles.
- *LIB Products* means the following products containing lithium-ion batteries: notebook computers, laptop computers, tablet computers, e-book readers, MP3 players, personal digital assistants, handheld GPS, handheld video players, cell phones or smart phones (excluding cell phones acquired as part of a cell phone service contract), and replacement lithium-ion battery packs.
- *Settlement Class Member* means all persons in Canada who purchased LIB or LIB Products in Canada between January 1, 2000 and January 1, 2012, except the following persons who are excluded: the Defendants and their respective parents, employees, subsidiaries, affiliates, officers and directors.



FOR CLAIMS PROCESSING ONLY	OB	CB	<input type="radio"/> DOC <input type="radio"/> LC <input type="radio"/> REV	<input type="radio"/> RED <input type="radio"/> A <input type="radio"/> B
----------------------------------	----	----	--	---

- *Defendants* means:
  - o NEC Corporation and NEC Tokin Corporation
  - o Samsung SDI Co., Ltd. and Samsung SDI America, Inc.
  - o Sony Corporation, Sony Energy Devices Corporation, Sony Electronics, Inc., and Sony of Canada Ltd.
  - o LG Chem, Ltd. and LG Chem America, Inc.
  - o Toshiba Corporation, Toshiba America Electronic Components, Inc., and Toshiba of Canada Limited
  - o Maxell Holdings, Ltd. and Maxell Corporation of America
  - o Panasonic Corporation, Panasonic Corporation of North America, Panasonic Canada Inc., and Sanyo Electric Co., Ltd.

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 1-866-xxx-xxxx.

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

### PART I: CLAIMANT INFORMATION

Settlement Class Member Contact Information									
Claim ID Number									
Telephone Number									
Email Address									

### PART 2: PURCHASE INFORMATION

#### A) Documented Claims

This section applies to you if you are claiming for more than the minimum \$20 and/or if, after receiving a letter advising of your purchases from the Defendants, you do not agree with some or all of the data provided by the Defendants. You must be able to substantiate your claim with purchase information if you choose to submit a Documented Claim.

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

Please complete the below chart to indicate the number of LIB Products purchased during the period between January 1, 2000 and January 1, 2012.

LIB/LIB Product	Number of Units Purchased
notebook computer or replacement battery	
laptop computer or replacement battery	
tablet computer or replacement battery	
e-book reader or replacement battery	
MP3 player or replacement battery pack	
personal digital assistant or replacement battery pack	
handheld GPS or replacement battery pack	
handheld video player or replacement battery pack	
cell phone/smart phone or replacement battery pack [excluding phones acquired as part of a cell phone service contract]	



Where did you purchase this LIB Product?

- From a Defendant (see list on page 2)
- 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

### B) Undocumented Claims

This section applies to 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 one or more LIB or LIB Product purchased between January 1, 2000 and January 1, 2012. You will not be required to provide proof of purchase for these purchases. It is expected that Settlement Class Members that file Undocumented Claims will be eligible to receive a minimum payment of \$20, however this is subject to change.

I declare that I have purchased one or more LIB or LIB Product between January 1, 2000 and January 1, 2012.  
(Initial) \_\_\_\_\_

Signature: \_\_\_\_\_

Dated (mm/dd/yyyy): \_\_\_\_\_

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

### PART 3: RELEASE OF CLAIMS

- I verify that I have received compensation through other proceedings or private out-of-class settlements and/or provided a release in respect to my purchases of LIBs or LIB Products.
- I verify that I have not received compensation through other proceedings or private out-of-class settlements and/or provided a release in respect to my purchases of LIBs or LIB 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, 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: \_\_\_\_\_

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

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





## PART 5: CONSENT TO RETAIN INFORMATION

There are other class actions ongoing in Canada relating to price-fixing. 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 price-fixing, please provide your consent below:

I hereby  CONSENT /  DO NOT CONSENT to the Claims 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 Canadian Lithium Ion Batteries 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.**



**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

Proceeding under the *Class Proceedings Act, 1992*

**ORDER  
(Panasonic Settlement Approval)**

Siskinds LLP  
Barristers and Solicitors  
680 Waterloo Street  
London, ON N6A 3V8

Charles Wright (LSO  
#36599Q)  
Tel: (519) 660-7700  
Fax: (519) 672-6065

Sotos LLP  
Barristers & Solicitors  
180 Dundas Street West, Suite 1200  
Toronto, ON M5G 1Z8

Jean-Marc Leclerc (LSO #43974F)  
Tel: (416) 977-0007  
Fax: (416) 977-0717

Lawyers for the Plaintiffs