

No. S071569
Vancouver Registry

In the Supreme Court of British Columbia

Kristopher Gruber

Plaintiff

and:

**LG Display Co., Ltd. fka LG Phillips LCD Co., Ltd.,
LG Display America, Inc. fka LG Phillips LCD America,
Inc., Samsung Electronics Co. Ltd., Samsung
Electronics Canada Inc., Hitachi Ltd., Hitachi Displays,
Ltd., Hitachi Canada, Ltd., Hitachi America Ltd., Hitachi
Electronics Devices (USA), Inc., Epson Imaging Devices
Corporation fka Sanyo Epson Imaging Devices
Corporation, Sharp Corporation, Sharp Electronics
Corporation, Sharp Electronics of Canada Ltd., Toshiba
Corporation, Toshiba Matsushita Display Technology
Co., Ltd., Toshiba America Inc., Toshiba of Canada
Limited, AU Optronics Corp., AU Optronics Corporation
America, Chi Mei Optoelectronics Corporation, Chi Mei
Corporation, Nexgen Mediatech, Inc., Nexgen Mediatech
USA, Inc., Chi Mei Optoelectronics Japan Co., Ltd. fka
International Display Technology Co., Ltd., Chi Mei
Optoelectronics USA, Inc. fka International Display
Technology USA Inc., Chunghwa Picture Tubes, Ltd.
and HannStar Display Corporation**

Defendants

BROUGHT UNDER THE CLASS PROCEEDINGS ACT, R.S.B.C. 1996, c. 50

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE MR. JUSTICE MYERS) **24/Jan/2014**
)

ON THE APPLICATION of the plaintiff coming on for hearing at the Courthouse, 800 Smithe Street, Vancouver, BC, on 24/Jan/2014 and on hearing Reidar Mogerman for the Plaintiff, and Steven Frankel for the Defendant Innolux Corporation (successor

to Chi Mei Optoelectronics Corporation) and H. David Edinger for the Defendant Japan Display Inc. (successor to Hitachi Displays, Ltd.), Hitachi Ltd., Hitachi Canada, Ltd., Hitachi America Ltd. Hitachi Electronic Devices (USA), Inc. (together, the "settling defendants");

THIS COURT ORDERS that:

1. in addition to the definitions used elsewhere in this Order, for the purposes of this Order, the definitions set out in the Distribution Protocol apply to and are incorporated into this Order.
2. NPT RicePoint Class Action Services ("NPT RicePoint") are hereby appointed as Claims Administrator.
3. Gilardi & Co. LCC ("Gilardi"), in acting as agent for the Claims Administrator in the collection and management of claimant information, is deemed to have attorned to the jurisdiction of the Ontario, British Columbia or Quebec Court, as appropriate, for the purpose of the Distribution Protocol and carrying out the duties specified in NPT RicePoint's Proposal for Administering the LCD Large Screen Products Class Action Settlements, dated December 6, 2013, and for the purposes of any issues or disputes related to this Order, including without limitation, the Court's monitoring and enforcement of this Order.
4. the Distribution Protocol attached hereto as Schedule "A" is hereby approved.
5. the Distribution Protocol shall govern the administration of the Settlement Agreements entered into with the following Defendants:
 - (a) Chunghwa Picture Tubes Ltd., dated May 11, 2009;
 - (b) Epson Imaging Devices Corporation (formerly known as Sanyo Epson Imaging Devices Corporation), dated August 2, 2011;
 - (c) Samsung Electronics Co., Ltd. and Samsung Electronics Canada Inc., dated April 29, 2013;
 - (d) Innolux Corporation (successor to Chi Mei Optoelectronics Corporation), which also releases claims against Chi Mei Corporation, Chi Mei Optoelectronics USA, Inc, Chi Mei Optoelectronics Japan Co., Ltd., Nexgen Mediatech, Inc., and Nexgen Mediatech USA, Inc., dated September 5, 2013; and
 - (e) Japan Display Inc. (successor to Hitachi Displays, Ltd.) ("JDI") on its behalf and on behalf of Hitachi Ltd., Hitachi Canada, Ltd., Hitachi America Ltd., Hitachi Electronics Devices (USA) Inc., dated September 10, 2013.
6. the settlement amounts paid in accordance with the Settlement Agreements shall be distributed by the Claims Administrator in accordance with the Distribution Protocol.

7. the Notice of Claims Process is hereby approved substantially in the form attached hereto as Schedule "B".

8. the plan of dissemination of the Notice of Claims Process (the "Plan of Dissemination") is hereby approved in the form attached hereto as Schedule "C".

9. the Notice of Claims Process shall be disseminated in accordance with the Plan of Dissemination.

10. the Claim Form is hereby approved substantially in the form attached hereto as Schedule "D".

11. 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 (including Gilardi) 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, the Distribution Protocol and/or orders of the Ontario and/or British Columbia and/or Quebec Courts.

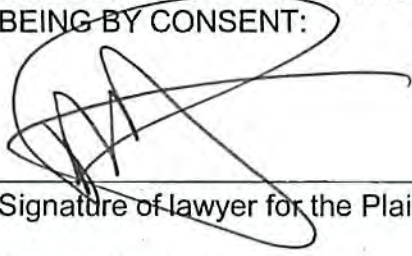
12. that, to be eligible for settlement benefits, Settlement Class Members must submit a properly completed claim form to the Claims Administrator on or before the date which is ninety (90) days from the date of the direct mailing of the Approval and Claims Notice and any Settlement Class Member who fails to do so shall not share in any distribution made in accordance with the Distribution Protocol.

13. that any right of appeal or review of the Claims Administrator's decision will be subject to the appeal provisions contained in the Distribution Protocol.

14. that approval of the Distribution Protocol is contingent upon the issuance of an Order by the Ontario Court and the Quebec Court approving the Distribution Protocol and the CMO/Innolux and Hitachi/JDI Settlement Agreements.

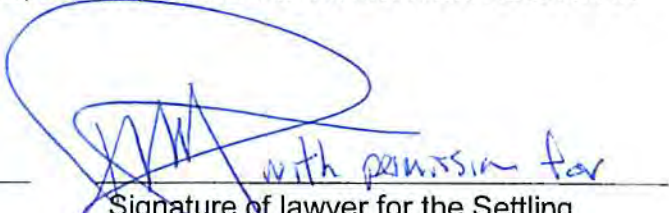
15. endorsement of this Order by the Non-Settling Defendants be dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of lawyer for the Plaintiff

Reidar Mogerman



Signature of lawyer for the Settling Defendant Innolux Corporation (successor to Chi Mei Optoelectronics Corporation)

Steven Frankel]

BY THE COURT

REGISTRAR




A handwritten signature in black ink, consisting of several overlapping loops and horizontal strokes, positioned above a horizontal line.

Signature of lawyer for Settling
Defendant, Japan Display Inc.
(successor to Hitachi Displays, Ltd.),
Hitachi Ltd., Hitachi Canada, Ltd.,
Hitachi America Ltd. Hitachi Electronic
Devices (USA), Inc.

H. David Edinger

By the Court

A blue diagonal line crossing the text "By the Court" and "Registrar" from the top-left to the bottom-right.

Registrar

SCHEDULE "A"

**DISTRIBUTION PROTOCOL
IN THE MATTER OF THE LCD LARGE SCREEN PRODUCTS CLASS ACTION
SETTLEMENTS**

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GENERAL PRINCIPLES OF THE ADMINISTRATION

1. The procedures set forth herein are intended to govern the administration of the settlement agreements entered into with the following Defendants:
 - (a) Chunghwa Picture Tubes Ltd., dated May 11, 2009;
 - (b) Epson Imaging Devices Corporation (formerly known as Sanyo Epson Imaging Devices Corporation), dated August 2, 2011;
 - (c) Samsung Electronics Co., Ltd. and Samsung Electronics Canada Inc., dated April 29, 2013;
 - (d) Innolux Corporation (successor to Chi Mei Optoelectronics Corporation), which also releases claims against Chi Mei Corporation, Chi Mei Optoelectronics USA, Inc, Chi Mei Optoelectronics Japan Co., Ltd., Nexgen Mediatech, Inc., and Nexgen Mediatech, dated September 5, 2013; and
 - (e) Japan Display Inc. (successor to Hitachi Displays, Ltd.) ("JDI") on its behalf and on behalf of Hitachi Ltd., Hitachi Canada, Ltd., Hitachi America Ltd., Hitachi Electronics Devices (USA) Inc., dated September 10, 2013 (collectively, the "Settlement Agreements").
2. The definitions set out in the Settlement Agreements apply to and are incorporated herein. Where a term is defined in both the Settlement Agreements and in this Distribution Protocol, the definition in this Distribution Protocol shall govern.
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 LCD Large Panel 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 LCD Products Purchases, unless by such proceedings or private out-of-class settlements the Settlement Class Member's claim was released in its entirety, in which case the Settlement Class Member shall be deemed ineligible for any further compensation.
 6. Settlement Class Members who file a Claim can elect to rely on that Claim in respect of any subsequent settlement or court award.

DEFINITIONS

7. For the purpose of this Distribution Protocol:
 - (a) *Claim* means the paper or electronic form that a Settlement Class Member must complete and submit before the Claims Filing Deadline in order to be considered for settlement benefits under this Distribution Protocol.
 - (b) *Claims Filing Deadline* means the date by which Claims (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.
 - (c) *Decision Notice* shall have the meaning attributed to it in paragraph 32.
 - (d) *Direct Purchaser End User* means a Settlement Class Member in respect of purchases of LCD Large Screen Products for its own use and not for commercial

resale direct from a Defendant or an entity related to a Defendant or where the purchase price of the LCD Large Screen Product was negotiated directly with a Defendant or an entity related to a Defendant.

- (e) ***Direct Purchaser Reseller*** means a Settlement Class Member in respect of purchases of LCD Large Screen Products for commercial resale direct from a Defendant or an entity related to a Defendant or where the purchase price of the LCD Large Screen Product was negotiated directly with a Defendant or an entity related to a Defendant.
- (f) ***Eligible LCD Products Purchases*** shall have the meaning attributed to it in paragraph 31(c).
- (g) ***Fond Levy*** means the amounts payable to the Fonds d'aide aux recours collectifs pursuant to section 42 of *An Act respecting the Class Action*, R.S.Q., c. R-2.1 and calculated in accordance with the governing regulations.
- (h) ***Indirect Purchaser End User*** means a Settlement Class Member in respect of purchases of LCD Large Screen Products for its own use and not for commercial resale, other than a Direct Purchaser End User.
- (i) ***Indirect Purchaser Reseller*** means a Settlement Class Member in respect of purchases of LCD Large Screen Products for commercial resale, other than a Direct Purchaser Reseller.
- (j) ***LCD Products Purchases*** means the aggregate amount actually paid by Settlement Class Members for LCD Large Screen Products purchased in Canada between January 1, 1998 and December 11, 2006, less any rebates or other form of discounts (such as off-invoice, bill-back or scan-back trade promotion payments), delivery or shipping charges, and taxes.

- (k) *Net Settlement Amounts* mean the aggregate of the Settlement Amounts recovered pursuant to the Settlement Agreements 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 Agreements.
- (l) *Online Claim Portal* means a web-based portal created and maintained by the Claims Administrator in accordance with paragraphs 20 to 23 of this Distribution Protocol.
- (m) *Settlement Agreements* has the meaning attributed to it in paragraph 1.
- (n) *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.

THE CLAIMS ADMINISTRATOR'S DUTIES AND RESPONSIBILITIES

- 8. The Claims Administrator shall administer the Settlement Agreements and this Distribution Protocol under the ongoing authority and supervision of the Ontario Court.
- 9. The Settlement Amounts shall be held in an interest bearing trust account at a Canadian Schedule 1 bank in Canada and all payments from the Settlement Amounts shall be made from that account.
- 10. The Claims Administrator's duties and responsibilities shall include the following:
 - (a) providing notices to the Settlement Class Members as required pursuant to this Distribution Protocol;
 - (b) receiving the Defendants' customer information, including names, addresses and sales information;

- (c) developing, implementing and operating electronic web-based systems and procedures for receiving and adjudicating Claims. The Claims Administrator shall encourage Settlement Class Members to claim via the Online Claim Portal where possible and shall facilitate this process;
- (d) developing and implementing processes to detect possible fraudulent conduct, including monitoring claims for unusual activity and multiple claims being filed from the same address, using the same banking information, and using the same serial number;
- (e) making timely decisions in respect of Claims and notifying the Settlement Class Members of the decision promptly thereafter;
- (f) arranging payment to Settlement Class Members in a timely fashion after the distribution is authorized by the Ontario Court in accordance with paragraph 40;
- (g) dedicating sufficient personnel to respond to Settlement Class Members inquiries in English or French, as the Settlement Class Member elects;
- (h) submitting required materials for appeals;
- (i) remitting the Fonds Levy to the Fonds d'aide aux recours collectifs;
- (j) arranging payments of Administration Expenses;
- (k) maintaining, in an easy to understand format, the information being recorded pursuant to paragraph 23 as well as information about Settlement Class Members' Eligible LCD Product Purchasers and proposed distribution, so as to permit Class Counsel to audit the administration at the discretion of Class Counsel or if ordered by the Courts;
- (l) reporting to Class Counsel respecting Claims received and administered, and Administration Expenses;
- (m) cash management and audit control;

- (n) preparing and submitting such financial statements, reports and records as directed by Class Counsel and/or the Ontario Court; and
- (o) fulfilling any tax reporting and arranging payments required arising from the Settlement Amounts, 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 Amounts shall be paid from the Settlement Amounts.

SETTLEMENT BENEFITS AVAILABLE TO SETTLEMENT CLASS MEMBERS

11. The Net Settlement Amounts will be available to provide settlement benefits to eligible Settlement Class Members pursuant to this Distribution Protocol. Settlement benefits payable to members of the Quebec Settlement Class will be subject to deductions in respect of the Fonds Levy.
12. Members of a family residing at the same address can pool their LCD Product Purchases together and file a single "household" Claim. Persons under the age of 18 are not permitted to file a Claim, but their purchases can be included as part of the household Claim. Settlement benefits payable in respect of a household Claim will be issued to the person filing the Claim on behalf of the household.
13. Where a Settlement Class Member provides proof of purchase in accordance with paragraph 19(b)(v), the Settlement Class Member can only claim with respect to two LCD Large Screen Products per household.
14. For the purpose of calculating payment of settlement benefits, LCD Large Screen Products will be valued as follows:
 - (a) LCD Panels – 100% of the LCD Product Purchases
 - (b) LCD televisions – 40% of the LCD Product Purchases
 - (c) LCD monitors – 80% of the LCD Product Purchases

- (d) LCD notebook computers – 15% of the LCD Product Purchases
15. Where a Settlement Class Member provides proof of purchase in accordance with paragraphs 19(b)(iv) or 19(b)(v), the value of the Eligible LCD Products Purchases shall be as follows:
- (a) LCD televisions - \$1,500
 - (b) LCD monitors - \$700
 - (c) LCD notebook computers - \$2,250
16. Where a Settlement Class Member provides proof of purchase of a bundle of products (i.e., a desktop computer) that includes one or more LCD televisions, monitors or notebook computers, and the proof of purchase does not provide a specified cost for the LCD product(s), those LCD product(s) will be valued as set out in paragraph 15.
17. Subject to paragraphs 11 to 16 and 18, qualifying Settlement Class Members shall be entitled to a prorata distribution calculated in the following manner:
- (a) settlement benefits payable to a Direct Purchaser End User shall be calculated based on the full amount of their Eligible LCD Products Purchases;
 - (b) settlement benefits payable to an Indirect Purchaser End User shall be calculated by multiplying Eligible LCD Products Purchases by 80%; and
 - (c) settlement benefits payable to a Direct Purchaser Reseller shall be calculated by multiplying Eligible LCD Products Purchases by 25%.
 - (d) settlement benefits payable to an Indirect Purchaser Reseller shall be calculated by multiplying Eligible LCD Products Purchases by 15%.
18. If the prorata distribution would result in eligible Settlement Class Members receiving an amount that is beyond any reasonable estimate of expected damages or less than \$25, Class Counsel will seek further directions from the Courts with respect to the distribution of the Net Settlement Funds.

THE CLAIMS PROCESS

The Claim

19. The Claim shall require the following:
- (a) a declaration by the Settlement Class Member of the dollar value of its LCD Large Screen Products Purchases;
 - (b) proof of the Settlement Class Member's LCD Large Screen Products Purchases:
 - (i) Where the Settlement Class Member purchased LCD Large Screen Products directly from a Defendant and the Defendant has provided sales information in respect of that Settlement Class Member, the Defendant's sales information shall be *prima facie* proof of the Settlement Class Member's LCD Product Purchases.
 - (ii) Where the Settlement Class Member did not purchase directly from a Defendant and/or wants to claim with respect to additional LCD Products Purchases, proof of purchase of the Settlement Class Member's LCD Products Purchases might include invoices, receipts, delivery or packing slips, purchase records, historical accounting records, or comparable verification that is acceptable to the Claims Administrator.
 - (iii) Settlement Class Members who cannot satisfy the evidentiary requirements of (i) or (ii) can provide a declaration attesting to the purchase and value of the purchase, together with a credit card statement, a bank statement, cancelled cheque, wire transfer confirmations, or comparable verification that is acceptable to the Claims Administrator.
 - (iv) Settlement Class Members who cannot satisfy the evidentiary requirements of (i), (ii) or (iii) can provide a declaration attesting to the purchase(s), together with proof of product registration, rebate documents that evidence the LCD Large Screen Product purchased, warranty documents that evidence the LCD Large Screen Product purchased, the serial number of the LCD Large Screen Product(s) purchased, a repair invoice identifying the LCD Large Screen Product(s), or comparable verification that is acceptable to the Claims Administrator.
 - (v) Settlement Class Members who cannot satisfy the evidentiary requirements of (i) to (iv) can provide a declaration attesting to the purchase(s).
 - (c) information that will allow the Claims Administrator to determine the proportion of LCD Product Purchases that were made in the capacity of a Direct Purchaser

Reseller, an Indirect Purchaser Reseller, an Indirect Purchaser End User, and a Direct Purchaser End User;

- (d) disclose whether the Settlement Class Member or any entity related to the Settlement Class Member has received compensation through other proceedings or private out-of-class settlements and/or provided a release in respect of any of the Settlement Class Member's LCD Products Purchases, and provide details of the compensation received and the claims released;
- (e) authorization to the Claims Administrator to contact the Settlement Class Member or its representative, as the Claims Administrator deems appropriate for more information and/or to audit the Claim;
- (f) declare that the information submitted in the Claim is true and correct; and
- (g) banking information required to complete a direct deposit of any settlement benefits payable in accordance with the terms of this Distribution Protocol or election to receive payment by cheque.

The Online Claim Portal

- 20. The Claims Administrator shall create an Online Claim Portal that Settlement Class Members can access in order to file a Claim and shall provide the necessary administration support to enable Settlement Class Members to do so.
- 21. The Online Claim Portal shall be accessible from the Settlement Website.
- 22. The Online Claim Portal shall contain fields that require the Settlement Class Member to provide all applicable information required as part of the Claim, in accordance with paragraph 19 above.
- 23. The Claims Administrator shall develop procedures for tracking and recording in an electronic format the following information, as it is entered into the Online Claim

Portal or provided by Settlement Class Members who file hardcopy Claims in accordance with paragraph 26 below:

- (a) names, addresses, and purchase data of the Settlement Class Members;
- (b) names and addresses, purchase data and 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 Claims Filing Process

- 24. Settlement Class Member will be encouraged to complete and submit a Claim (together with any required supporting documents) electronically using the Online Claim Portal. Claims must be submitted on the Online Claim Portal on or before the Claim Filing Deadline.
- 25. 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, his, her or its personal user name and password to permit that Settlement Class Member access to the Online Claim Portal. Where the Defendants have also provided sales information in respect of the Settlement Class Member, the fields in the Online Claim Portal requiring the Settlement Class Member to provide the value of the Settlement Class Member's LCD Product Purchases shall be automatically populated with the sales information provided by the Defendants.
- 26. If a Settlement Class Member does not have internet access or is otherwise unable to submit a Claim 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. The completed and executed hardcopy Claim (together with any required supporting

proof of purchase) must be submitted to the Claims Administrator postmarked no later than the Claims Filing Deadline.

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

Deficiencies

28. If, during claims processing, the Claims Administrator finds that deficiencies exist in a Claim or other required information, the Claims Administrator shall notify the Settlement Class Member, by email or regular mail, of the deficiencies. The Claims Administrator shall allow the Settlement Class Member thirty (30) days from the date of such notice to correct the deficiencies. If the deficiencies are not corrected within the thirty (30) day period, the Claims Administrator shall reject the Claim without prejudice to the right of the Settlement Class Purchaser to cure the deficiencies, provided the Settlement Class Purchaser is able to meet the Claims Filing Deadline and other requirements set forth herein. The Online Claim Portal shall be designed so as to minimize the possibility of deficient claims.

29. Settlement Class Members cannot utilize third-party claims services or similar services to file claims. Where Settlement Class Members use third-party claims services or similar services to file Claims, their Claims will be treated as deficient and they will be given an opportunity to cure the deficiency in accordance with paragraph 28 above.

Notwithstanding the foregoing, nothing in this paragraph shall preclude Settlement Class Members from being assisted by Class Counsel or another lawyer of their own choosing in the completion of their Claim, in which case the Settlement Class Members will be

responsible for any legal expenses arising from those additional and individual legal services.

30. A deficiency shall not include missing the Claims Filing Deadline. The Claims Administrator shall not accept Claims postmarked or electronically submitted after the Claims Filing Deadline.

Claims Administrator's Decision

31. In respect of each Settlement Class Member who has filed a Claim in accordance with this Distribution Protocol, the Claims Administrator shall:
- (a) decide whether the Settlement Class Member is eligible to receive settlement benefits payable out of the Net Settlement Amounts in accordance with the Settlement Agreements, orders of the Courts and this Distribution Protocol;
 - (b) verify the Settlement Class Member's LCD Products Purchases;
 - (c) make a determination of the value of the Settlement Class Member's LCD Product Purchases in respect of which the Settlement Class Member is entitled to settlement benefits in accordance with the Settlement Agreements, orders of the Courts and this Distribution Protocol ("Eligible LCD Products Purchases"); and
 - (d) make a determination of the appropriate categorization of the Eligible LCD Product Purchases (i.e., whether the purchases were made in the capacity of a Direct Purchaser End User, an Indirect Purchaser End User, a Direct Purchaser Reseller, or an Indirect Purchaser Reseller).
32. The Claims Administrator shall send to the Settlement Class Member, by email or regular mail, a decision as to the approval or rejection of the Claim and the determination of the Eligible LCD Products Purchases and their categorization (the "Decision Notice").
- Where the Claims Administrator has rejected all or part of the Claim of the Settlement

Class Member, the Claims Administrator shall include in the Decision Notice its grounds for rejecting all or part of the Claim.

33. 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 34 to 39.

Appeal of the Claims Administrator's Decision

34. Subject to paragraph 36, Settlement Class Members shall be granted thirty (30) days from the date of the Decision Notice to appeal the rejection (in whole or in part) of their Claims.
35. Settlement Class Members will not be permitted to submit any new proof of purchase or other documentation with their appeal.
36. The following grounds shall not be grounds for appeal:
- (a) the refusal of the Claims Administrator to accept a Claim postmarked or electronically submitted after the Claims Filing Deadline;
 - (b) the refusal of the Claims Administrator to accept a Claim where no proof of purchase was provided;
 - (c) the refusal of the Claims Administrator to accept a Claim where the Settlement Class Member has not cooperated with the Claims Administrator in respect of any audit conducted by the Claims Administrator in respect of that Settlement Class Member's Claim; or
 - (d) the refusal of the Claims Administrator to accept a Claim where the Settlement Class Member did not declare that the information submitted in the Claim is true and correct.
37. Appeals will be determined by the Court that has jurisdiction with respect to the Settlement Class Member. For example, appeals filed by Settlement Class Members in (07047-001/00302126.1)

British Columbia will be heard by the BC Court. The Court(s) may, in its sole discretion, appoint a referee to hear the appeals in its place.

38. The Courts may establish rules guiding the appeal process, including the process for making submissions in respect of the appeal and the costs of the appeal.
39. The decision on the appeal is final and binding and shall not be subject to any further appeal or review whatsoever.

THE CLAIMS DISTRIBUTION PROCESS

40. 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. Class Counsel shall report to the Ontario Court and obtain authorization for the Claims Administrator to distribute the settlement benefits.
41. The Claims Administrator shall make arrangements to pay approved Claims as expeditiously as possible following authorization from the Ontario Court. Payments of settlement benefits to Settlement Class Members who file claims using the Online Claim Portal and provide banking information will be made by direct deposit. Payments of settlement benefits to Settlement Class Members who file hardcopy Claims or who file claims using the Online Claim Portal and elect to receive payment by cheque will be made by cheque.
42. To the extent that the full Net Settlement Amounts is not paid out due to uncashed cheques, residual interest or otherwise, such monies shall be held in trust for the benefit of the Settlement Class, pending further order of the Courts.

CONFIDENTIALITY

43. All information received from the Defendants or the Settlement Class Members is collected, used, and retained by the Claims Administrator pursuant to the *Personal*

Information Protection and Electronic Documents Act, SC 2000 c 5 for the purposes of administering the Settlement Agreements, including evaluating the Settlement Class Member's eligibility status under the Settlement Agreements. The information provided by the Settlement Class Member is strictly private and confidential and will not be disclosed without the express written consent of the Settlement Class Member, except in accordance with the Settlement Agreements, orders of the Courts and/or this Distribution Protocol.

SCHEDULE "B"

<p style="text-align: center;">CANADIAN LCD PRICE-FIXING CLASS ACTIONS NOTICE OF CLAIMS PROCESS</p>

Please read this notice carefully.

You might be eligible for settlement benefits under class action settlements.

TO: All persons in Canada who purchased LCD (liquid crystal display) panels (10" or larger measured diagonally) ("LCD Panels") and/or televisions, computer monitors or laptop computers containing LCD panels ("LCD Products") between January 1, 1998 and December 11, 2006 (the "settlement class" or "settlement class members").

I. BACKGROUND


Class action lawsuits have been commenced in Ontario, British Columbia, and Quebec alleging that the Defendants conspired to fix prices in the market for LCD Panels and LCD Products in Canada (collectively the "LCD Proceedings").

The following entities were named as "Defendants" in some or all of the LCD Proceedings: LG Display Co., Ltd., LG Display America, Inc., Samsung Electronics Co. Ltd., Samsung Electronics Canada Inc., Hitachi Ltd., Hitachi Displays, Ltd., Hitachi Canada, Ltd., Hitachi America Ltd., Hitachi Electronics Devices (USA) Inc., Sharp Corporation, Sharp Electronics Corporation, Sharp Electronics of Canada Ltd., Toshiba Corporation, Toshiba Matsushita Display Technology Co., Ltd., Toshiba America Corporation, Toshiba of Canada Limited, AU Optronics Corp., AU Optronics Corporation America, Chi Mei Optoelectronics Corporation, Chi Mei Corporation, Chi Mei Optoelectronics USA, Inc, Chi Mei Optoelectronics Japan Co., Ltd., Nexgen Mediatech, Inc., and Nexgen Mediatech, HannStar Display Corporation, Chunghwa Picture Tubes, Ltd., and Epson Imaging Devices Corporation (formerly known as Sanyo Epson Imaging Devices Corporation).

II. COURT APPROVED CLASS ACTION SETTLEMENTS

Settlements have been reached with five groups of defendants. Under the terms of those settlements, the following amounts have been paid in exchange for a release of claims against the settled defendants and their related entities:

Chunghwa Picture Tubes, Ltd. ("Chunghwa")	\$2,023,000
Epson Imaging Devices Corporation (formerly known as Sanyo Epson Imaging Devices Corporation) ("Epson")	\$1,200,000
Samsung Electronics Co. Ltd. and Samsung Electronics Canada Inc. ("Samsung")	\$21,250,000



Innolux Corporation (successor to Chi Mei Optoelectronics Corporation) ("Innolux")	\$10,000,000
Japan Display Inc. (successor to Hitachi Displays, Ltd.) ("JDI") on its behalf and on behalf of Hitachi Ltd., Hitachi Canada, Ltd., Hitachi America Ltd., Hitachi Electronics Devices (USA) Inc. ("JDI")	\$3,150,000

The settlement funds (less court approved counsel fees and disbursements) are being held in an interest bearing account for the benefit of settlement class members. In accordance with the terms of those settlements, Chunghwa, Epson, Samsung, Innolux and JDI are required to provide cooperation to the plaintiffs in the continued prosecution of the LCD Proceedings.

The LCD Proceedings were certified against Chunghwa, Epson, Samsung, Innolux and JDI for settlement purposes.

The settlements were approved by the Ontario, British Columbia and Quebec Courts. The settlements represent a resolution of disputed claims. Chunghwa, Epson, Samsung, Innolux and JDI do not admit any wrongdoing or liability.

III. DISTRIBUTION OF THE SETTLEMENT FUNDS

The settlements achieved to date in this litigation total \$37,623,000. The aggregate settlement funds, plus interest and less court approved legal fees, disbursements, administration expenses, and applicable taxes (the "Net Settlement Amount"), are available for compensation to settlement class members. The Net Settlement Amount equals approximately \$25,333,114.14.

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

A. Persons Eligible to Claim

All settlement class members (as defined at the top of page 1) are eligible to file a claim.

Although settlements have only been reached with certain defendants, settlement class members can claim with respect to all LCD Panels and LCD Products purchases, regardless of the manufacturer or brand.

B. Calculation of Settlement Benefits

Settlement benefits will be distributed prorata to qualifying settlement class members. In other words, each individual settlement class member's share in the settlement benefits will be proportional to the value of that settlement class member's claim relative to the value of all claims filed. Because settlement benefits are being distributed prorata, the amount payable to individual class members will not be known until after the claims process is complete. The

Questions? Go to www.x.com; email [email] or call toll-free [number]

amount payable to individual settlement class member will vary depending on the number of settlement class members who file claims and the value of those claims.

If the prorata distribution would result in eligible settlement class members receiving an amount that is beyond any reasonable estimate of damages or less than \$25, Class Counsel will seek further directions from the Courts with respect to the distribution of the settlement funds. It is expected that settlement class members will receive at least \$25, but this will depend on the number and value of claims filed.

The calculation of the prorata share depends on the particular product(s) purchased and the categorization of settlement class members.

i. Product Purchased

For the purposes of calculating payment of settlement benefits, the following values will be applied:

- LCD Panels – 100% of the LCD Product purchases
- LCD televisions – 40% of the LCD Product purchases
- LCD monitors – 80% of the LCD Product purchases
- LCD notebook computers – 15% of the LCD Product purchases

These values take into account the relative value of the LCD Panel in relation to the total value of the LCD Product.

ii. Categorization of Settlement Class Members

Settlement class members can be categorized into one of four purchaser groups depending on from whom the product was purchased and the purpose for which the product was purchased.

The purchaser groups are as follows:

- **Direct Purchaser End User** means a Settlement Class Member in respect of purchases of LCD Products for its own use and not for commercial resale direct from a Defendant or an entity related to a Defendant or where the purchase price of the LCD Products was negotiated directly with a Defendant or an entity related to a Defendant. The prorata share payable to Direct Purchaser End Users will be calculated based on the full value of eligible LCD Product purchases.
- **Indirect Purchaser End User** means a Settlement Class Member in respect of purchases of LCD Products for its own use and not for commercial resale, other than a Direct Purchaser End User. The prorata share payable to End Users will be calculated based on 80% of eligible LCD Product purchases.

Questions? Go to www.x.com; email [email] or call toll-free [number]

- **Direct Purchaser Reseller** means a Settlement Class Member in respect of purchases of LCD Large Screen Products for commercial resale direct from a Defendant or an entity related to a Defendant or where the purchase price of the LCD Large Screen Product was negotiated directly with a Defendant or an entity related to a Defendant. The prorata share payable to Direct Purchaser Resellers will be calculated based on 25% of eligible LCD Product purchases.
- **Indirect Purchaser Reseller** means a Settlement Class Member in respect of purchases of LCD Large Screen Products for commercial resale, other than a Direct Purchaser Reseller. The prorata share payable to Indirect Purchaser Resellers will be calculated based on 15% of eligible LCD Product purchases.

Settlement class members can fall within multiple purchaser groups. For example, a retailer might purchase LCD monitors for resale and for use by employees. Assuming the retailer purchased directly from a Defendant, the retailer would qualify as a Direct Purchaser Reseller for the LCD monitors that are purchased for resale and a Direct Purchaser End User for the LCD monitors purchased for use by employees.

iii. Sample Calculations

Sample 1: If an Indirect Purchaser End User purchased an LCD television valued at \$2,000, its LCD purchases for the purposes of determining its prorata share of the Net Settlement Amount would be calculated as follows:

$\$2,000 \times .40$ (representing the product purchased) $\times .80$ (representing the categorization of the settlement class member) = \$640.

Sample 2: If a Direct Purchaser Reseller purchased LCD notebook computers valued at \$1,000,000 and LCD monitors valued at \$2,000,000, its LCD purchases for the purpose of determining its prorata share of the Net Settlement Amount would be calculated as follows:

LCD notebook computers: $(\$1,000,000 \times .15$ (representing the product purchased) $\times .25$ (representing the categorization of the settlement class member) = \$37,500

LCD monitors: $(\$2,000,000 \times .8$ (representing the product purchased) $\times .25$ (representing the categorization of the settlement class member) = \$400,000

Total: \$437,500

These numbers do not reflect the actual amount to be paid to settlement class members, but rather how their prorata share in the Net Settlement Amount will be calculated.

iv. Payments to Quebec Settlement Class Members

Payments to Quebec settlement class members are subject to deductions payable to the Fonds d'aide aux recours collectives, calculated in accordance with the governing regulations.

Questions? Go to www.x.com; email [email] or call toll-free [number]

IV. FILING A CLAIM

i. Filing a Claim

To be eligible for settlement benefits, settlement class members must file a properly completed claim, together with the required supporting documents, no later than [date]. Claims that are not made within the deadline will not be eligible for compensation.

Claims must be filed using the online claims process at [website]. If you do not have Internet access, but wish to file a claim, please contact the claims administrator at [phone number]. Settlement class members cannot use third-party claims services to file claims.

ii. Proof of Purchase & Undocumented Claims

As part of the claims process, settlement class members are required to establish their LCD Product purchases. Where possible, settlement class members who purchased directly from a Defendant will be able to rely on the Defendants' sales records to establish their purchases. This information will be provided in a letter from the claims administrator and will be pre-populated on the online claims portal.

Where settlement class members did not purchase directly from a Defendant or sales data is not available, the settlement class member can provide other documentary proof of purchase. Please refer to the distribution protocol or the Frequently Asked Questions (available online at [website]) for more information.

Recognizing that some settlement class members will not have retained proof of purchase, settlement class members can file claims in respect of LCD Product purchases that are not supported by documentary proof of purchase. Settlement class members can claim up to two undocumented LCD Product purchases per household.

Where a settlement class member has filed a claim not supported by documentary proof of purchase or the proof of purchase does not disclose the value of the LCD Products purchased, the LCD Products will be valued as follows:

- LCD televisions - \$1,500
- LCD monitors - \$700
- LCD notebook computers - \$2,250

Where a settlement class member purchased LCD Products as part of a package (i.e., your LCD monitor was purchased as part of a desktop computer) and the proof of purchase does not provide a specified cost for the LCD Products, the LCD Products will be valued based on the above-listed amounts.

Questions? Go to www.x.com; email [email] or call toll-free [number]

iii. Claims Administrator

The courts have appointed NPT RicePoint Class Action Services (an independent third-party) to receive and review claims, make determinations in respect of entitlement to direct payment of settlement benefits, and issue payments to eligible settlement class members.

Questions regarding the claims process should be directed to NPT RicePoint Class Action Services at [number] or [email].

iv. Claiming under any Subsequent Settlement(s)

The litigation is continuing against the five groups of non-settling Defendants. If subsequent settlement(s) are achieved, settlement class members can elect to rely on the claim filed as part of the current settlements and do not have to file an additional claim in order to participate in any subsequent settlements. Settlement class members will be provided an opportunity to supplement their claims, if they choose to do so.

V. CLASS COUNSEL

The law firms of Siskinds LLP, Camp Fiorante Matthews Mogerman and Siskinds Desmeules s.e.n.c.r.l. are class counsel.

Siskinds LLP is a full-service law firm based in London and with an office in Toronto. Siskinds LLP has a large class actions practice.

Camp Fiorante Matthews Mogerman is boutique law firm based in Vancouver. Camp Fiorante Matthews Mogerman specializes in aviation accident litigation, class action lawsuits, and product liability matters.

Siskinds Desmeules s.e.n.c.r.l. is an affiliate of Siskinds LLP and has offices in Montreal and Quebec City.

VI. QUESTIONS

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

VII. INTERPRETATION

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

Questions? Go to www.p.x.com; email [email] or call toll-free [number]

SCHEDULE "C"

PLAN OF DISSEMINATION NOTICE OF CLAIMS PROCESS IN THE LCD PRICE-FIXING CLASS ACTION

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

Long-Form Notice:

1. posted in English and French by class counsel on class counsel's respective websites;
2. posted in English and French on the "Settlement Website" (as the term is defined in the distribution protocol);
3. sent by direct mail or email, within 2 business days of the press release being issued, by the claims administrator to:
 - (a) settlement class members who have registered with or contacted class counsel;
 - (b) the direct purchaser customers of Samsung Electronics Co. Ltd., Samsung Electronics Canada Inc., Innolux Corporation, Hitachi Displays, Ltd. and Hitachi Canada, Ltd., to the extent that such information has been provided to class counsel pursuant to the terms of the settling defendants' respective settlements;
 - (c) the non-settling defendants' OEM and distributor direct purchaser customers, to the extent that such information has been provided to class counsel;
 - (d) the non-settling defendants' direct purchaser customers, to the extent that such information has been provided to the proposed claims administrator;
 - (e) the federal and provincial governments, and municipal governments for the 100 largest cities in Canada, as disclosed in the list provided by class counsel to the claims administrator;
 - (f) approximately 35 lessors of electronic equipment located in Canada, as disclosed in the list provided by class counsel to the claims administrator; and
 - (g) Canadian businesses with 100 or more employees, as disclosed on the list purchased by the claims administrator.

Where the settlement class member is located in Quebec, the notice shall be sent in English and French.

4. sent to the distributors identified in Schedule "A" hereto with a request that they either:
 - (i) provide the claims administrator with the names and addresses of their direct purchaser customers of LCD Panels and/or LCD Products, so as to enable the claims

administrator to send those customers a copy of the long-form notice by email or mail; or
(ii) send a copy of the long-form notice by email or mail to their direct purchaser customers of LCD Panels and/or LCD Products. If the distributor chooses the latter option, class counsel will compensate the distributor for any reasonably incurred copying and posting charges;

5. sent to the following industry associations, in English and/or French, as is appropriate for each association, requesting voluntary distribution to their membership. Class counsel will compensate the associations for any reasonably incurred copying and posting charges.

- (a) Information Technology Association of Canada;
- (b) Retail Council of Canada;
- (c) Conseil québécois du commerce de détail (Quebec Council of Retail Trade)
- (d) Hotel Association of Canada/Association des Hotels du Canada
- (e) Association of Universities and Colleges of Canada/Association des colleges communautaires du Canada
- (f) Canadian Institute of Chartered Accountants
- (g) Certified General Accountants Association of Canada
- (h) The Canadian Academic Accounting Association/L'Association Canadienne des Professeurs de Comptabilité
- (i) Canadian Bankers Association/Association des banquiers Canadiens
- (j) Credit Union Central of Canada
- (k) Canadian Association of Mutual Insurance Companies/Association canadienne des compagnies d'assurance mutuelles
- (l) Canadian Life and Health Insurance Association Inc./Association canadienne des compagnies d'assurance de personnes inc.
- (m) Investment Industry Association of Canada
- (n) The Canadian Call Management Association
- (o) Association of Canadian Travel Agencies/Association canadienne des agences de voyages

- (p) The Canadian Healthcare Association
- (q) The Ontario Hospital Association
- (r) Supply Chain Management Association
- (s) Canadian Bar Association
- (t) The Society of Graphic Designers of Canada
- (u) Royal Architectural Institute of Canada/Institut royal d'architecture du Canada
- (v) Imagine Canada
- (w) Engineers Canada
- (x) Canadian Archaeological Association/Association canadienne d'archeology

Press Release:

6. A press release will be issued in English and French through Canada News Wire.

Social Media

7. Notice will be provided through Twitter, using "promoted tweets" (i.e., purchased "tweets"). The Twitter account will also be used to provide notice using free tweets. The initial budget is set for \$31,500 (including administration costs), plus applicable taxes. Depending on the success of the campaign, the budget can be increased by \$15,000 (including administration costs), plus applicable taxes.

SCHEDULE "A" - List of Distributors

- a) AGD Electronics Limited
- b) ALC Micro
- c) All American Semiconductor, Inc.
- d) CDW Corporation
- e) Computer Distributers of Canada
- f) Comtronic Computer Inc.
- g) Daiwa Distribution Inc.
- h) D&H Distributing Co.
- i) Eprom Inc.
- j) Funai Electric Co., Ltd.
- k) Hartco Limited Corporation
- l) Ingram Micro Inc.
- m) Insight Enterprises, Inc.
- n) Mini Micro Canada
- o) Multimicro Inc.
- p) Pro-Data Inc.
- q) Stampede Presentation Products, Inc.
- r) Supercom
- s) Synnex Canada Limited
- t) Tech Data Canada Corporation
- u) TigerDirect, Inc.
- v) TTX Canada

SCHEDULE "D"

**CANADIAN LCD PANELS
CLASS ACTION
CLAIM FORM**

Canadian LCD Class Action
Claims Administrator
P.O. Box 3355
London, ON N6A 4K3
Tel: XXX-XXX-XXXX

Must Be Postmarked
No Later Than
Month XX, 2014

LCDL1



<<Barcode>> <<ClaimID>>
<<FirstName>> <<LastName>>
<<Addr1>> <<Addr2>>
<<City>>, <<Province>> <<Postal Code>>

Complete this Claim Form to receive a payment from settlements totaling more than \$37 million. It is expected that a minimum payment of \$25.00 will be distributed to eligible Settlement Class Members that submit a valid Claim Form. Your claim must be submitted online or postmarked by [date].

Information on Claims Process and Claim Form

THESE INSTRUCTIONS APPLY TO PERSONS WHO DO NOT HAVE INTERNET ACCESS. IF YOU HAVE INTERNET ACCESS, STOP READING THESE INSTRUCTIONS AND GO TO www.lcd.ca

The Settlement Class is defined as all persons in Canada who purchased LCD (liquid crystal display) panels (10" or larger measured diagonally) ("LCD Panels") and/or televisions, computer monitors or notebook computers containing LCD Panels ("LCD Products") between January 1, 1998 and December 11, 2006.

For the purposes of this claim form, "LCD Products Purchases" is defined as all purchases of LCD Panels and LCD Products between January 1, 1998 and December 11, 2006.

How do I file a claim? Complete this claim form only if you do not have internet access. If you have internet access, you must file your claim online at www.lcd.ca. You must complete all sections of this claim form. Completed claims must be sent to the following address postmarked no later than [date].

Canadian LCD Class Action
Claims Administrator
P.O. Box 3355
London, ON N6A 4K3

How can I get more information? More information about the settlements and the calculation of settlement benefits is available in the Notice of Claims Process. If you did not receive the notice or have additional questions, please contact the Claims Administrator toll free at XXX-XXX-XXXX.

df



FOR CLAIMS PROCESSING ONLY	OS <input type="checkbox"/>	CA <input type="checkbox"/>	<input type="radio"/> DDC <input type="radio"/> LC <input type="radio"/> REV	<input type="radio"/> RED <input type="radio"/> A <input type="radio"/> B
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Please Type or Print in the Boxes Below (Do Not use Red Ink or Pencil)

PART I: CLAIMANT INFORMATION (INDIVIDUALS)

First Name	M.I.	Last Name
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Address 1

Address 2

City	Province	Postal Code
<input type="text"/>	<input type="text"/>	<input type="text"/>

Telephone (Daytime)	Telephone (Evening)
<input type="text"/> - <input type="text"/> - <input type="text"/>	<input type="text"/> - <input type="text"/> - <input type="text"/>

Email Address

If you are filing this claim on behalf of a household, please enter the names of the members of your household. Please note that such individuals will not be permitted to file a claim in respect of the same LCD Products Purchases. Please attach more pages if necessary.

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PART II: CLAIMANT INFORMATION (CORPORATIONS)

Company:

Company Contact Name:

Company Contact Title:

Company Province of Incorporation:

Address 1

Address 2

City	Province	Postal Code
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Telephone (Daytime)	Telephone (Evening)
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Email Address



PART III: DOCUMENTING YOUR LCD PRODUCTS PURCHASES

If available, the Settlement Class Member must provide proof of purchase such as invoices, receipts, delivery or packing slips, purchase records, historical accounting records or any other documentation that supports the purchase.

Settlement Class Members who cannot provide proof of purchase can provide a declaration attesting to the purchases. Only two LCD Products Purchased per household may be covered by this method of proof.

PART IV: LIST YOUR LCD PRODUCTS PURCHASES

Use pages 5 and 6 to list all of your LCD Products Purchases. There are separate sections for Notebook Computers, LCD Computer Monitors, LCD Televisions, and LCD Panels. You must complete every field for each purchase you list:

1. If known, list the brand of your product.
2. Purchased for end use? In other words, did you purchase this product for your own use, rather than for resale?
3. Purchased from a Defendant? Did you purchase LCD Products directly from any of the following list of Defendants or an entity related to a Defendant, or was the purchase price of the LCD Products negotiated directly with a Defendant or an entity related to a Defendant?
 - LG (LG Display Co., Ltd., LG Display America, Inc.)
 - Samsung (Samsung Electronics Co. Ltd., Samsung Electronics Canada Inc.)
 - Hitachi (Hitachi Ltd., Hitachi Displays, Ltd., Hitachi Canada, Ltd., Hitachi America Ltd., Hitachi Electronics Devices (USA) Inc.)
 - Sharp (Sharp Corporation, Sharp Electronics Corporation, Sharp Electronics of Canada Ltd.)
 - Toshiba (Toshiba Corporation, Toshiba Matsushita Display Technology Co., Ltd., Toshiba America Corporation, Toshiba of Canada Limited)
 - AU Optronics (AU Optronics Corp., AU Optronics Corporation America)
 - Chi Mei (Chi Mei Optoelectronics Corporation, Chi Mei Corporation, Chi Mei Optoelectronics USA, Inc, Chi Mei Optoelectronics Japan Co., Ltd.)
 - Nexgen Mediatech, Inc.
 - HannStar Display Corporation
 - Chunghwa Picture Tubes, Ltd.
 - Epson Imaging Devices Corporation (formerly known as Sanyo Epson Imaging Devices Corporation)
4. List the Net Purchase Amount you paid for the product. The amount paid is the aggregate amount you actually paid for LCD Products purchased in Canada between January 1, 1998 and December 11, 2006, less any rebates or other form of discounts (such as off-invoice, bill-back or scan-back trade promotion payments), delivery or shipping charges, and taxes.
5. You must include any applicable documentation with this claim form.



C. List your LCD TELEVISION purchases

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D. List your LCD PANEL purchases

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I hereby warrant and represent that I have included complete and accurate information about all of my LCD Products Purchases for the period January 1, 1998 to December 11, 2006.

(Sign your name here)

PART V: RELEASE OF CLAIMS I verify that I have / have not received compensation through other proceedings or private out-of-class settlements and/or provided a release in respect of my LCD Products Purchases. If you have received compensation or released claims, please provide the details here:

Compensation:

\$

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Detail Of Claims Released:

PART VI: CONSENT TO RETAIN INFORMATION

There are other price-fixing class actions ongoing in Canada relating to computer components. These include DRAM (dynamic random-access memory), SRAM (static random access memory), optical disc drives and lithium batteries. To date, settlements have been reached in the DRAM litigation totaling more than \$60 million and the SRAM litigation totaling \$1.8 million.

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 these other class actions, please provide your consent below:

I hereby CONSENT / DO NOT CONSENT to the administrator retaining my information for the sole purpose of facilitating the filing of my claim in the DRAM, SRAM, optical disc drives and lithium batteries class actions. I understand that, if another company is appointed as administrator in these class actions, my information will be disclosed to that company and will be used by that company solely for the purpose of facilitating the filing of my claim in the DRAM, SRAM, optical disc drives and lithium batteries class actions. I understand that whether I am eligible for compensation as part of these class actions 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.

PART VII: DECLARATION

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 this Claim.

I agree to allow the Claims Administrator to use the information I have provided for any future LCD Products settlements.

I verify that I am at least 18 years old.

I declare under penalty of perjury under the laws of Canada, that the information provided in this Claim Form is true and correct and that I am authorized to sign on behalf of the Settlement Class Member.

Executed this _____ day of _____ in _____
(Month/Year) (City/Province/Country)

(Sign your name here)

(Type or print your name here)

(Position)



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

Reminder Checklist:

1. Please sign the above declaration.
2. Remember to attach supporting documentation, if applicable.
3. Keep a copy of your claim form and all supporting documentation for your records.
4. If you move, please send the Claims Administrator your new address.

Privacy Statement

All information provided by the Claimant is collected, used, and retained by the Claims Administrator, Class Counsel and their agents pursuant to the Personal Information Protection and Electronic Documents Act (PIPEDA) for the purposes of administering the Canadian LCD Class Action Settlement Agreements, including evaluating the Claimant's eligibility status under the Settlement Agreements. The information provided by the Claimant is strictly private and confidential and will not be disclosed without the express written consent of the Claimant, except in accordance with the Settlement Agreements, distribution protocol or orders of the courts.

"Class Counsel" is defined as Siskinds LLP of London, Ontario; Camp Fiorante Matthews Mogerma of Vancouver, British Columbia; and Siskinds Desmeules s.e.n.c.r.l. of Quebec City, Quebec.

The "Claims Administrator" is defined as NPT RicePoint Class Action Services Inc. of London, Ontario. Gilardi & Co. LLC of San Rafael, CA is acting as NPT Rice Point Class Action Services Inc.'s agent in the collection and management of Claimant information.



**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at London

Proceeding under the *Class Proceedings Act, 1992*

ORDER

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

Siskinds ^{LLP}
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Lawyers for the Plaintiff

No. S071569
Vancouver Registry

In the Supreme Court of British Columbia

Between:

Kristopher Gruber

Plaintiff

and:

**LG Display Co., Ltd. fka LG Philips LCD Co., Ltd.,
LG Display America, Inc. fka LG Philips LCD America, Inc., Samsung
Electronics Co. Ltd., Samsung Electronics Canada Inc., Hitachi Ltd.,
Hitachi Displays, Ltd., Hitachi Canada, Ltd., Hitachi America Ltd.,
Hitachi Electronics Devices (USA), Inc., Epson Imaging Devices
Corporation fka Sanyo Epson Imaging Devices Corporation, Sharp
Corporation, Sharp Electronics Corporation, Sharp Electronics of
Canada Ltd., Toshiba Corporation, Toshiba Matsushita Display
Technology Co., Ltd., Toshiba America Inc., Toshiba of Canada
Limited, AU Optronics Corp., AU Optronics Corporation America, Chi
Mei Optoelectronics Corporation, Chi Mei Corporation, Nexgen
Mediatech, Inc., Nexgen Mediatech USA, Inc., Chi Mei
Optoelectronics Japan Co., Ltd. fka International Display Technology
Co., Ltd., Chi Mei Optoelectronics USA, Inc. fka International Display
Technology USA Inc., Chunghwa Picture Tubes, Ltd. and HannStar
Display Corporation**

Defendants

BROUGHT UNDER THE *CLASS PROCEEDINGS ACT*, R.S.B.C. 1996, c. 50

ORDER MADE AFTER APPLICATION

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via Mike Bike