

# NOTICE OF SETTLEMENT APPROVAL HEARING AND OF AN AUTHORIZATION IN THE CANADIAN LITHIUM BATTERY CLASS ACTIONS

**TO: PERSONS IN CANADA WHO PURCHASED A LITHIUM BATTERY OR PRODUCTS CONTAINING A LITHIUM BATTERY BETWEEN JANUARY 1, 2000 AND JANUARY 1, 2012**

**PLEASE READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR LEGAL RIGHTS.**

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

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

## **II. WHAT ARE THESE CLASS ACTIONS ABOUT?**

Class actions have been commenced in Quebec, Ontario, and British Columbia alleging that certain Lithium Battery (“LIB”) manufacturers and their related entities involved in the sale and/or distribution of LIBs conspired to fix prices for LIBs in Canada (collectively the “LIB Proceedings”). The LIB Proceedings ask that the Courts require these companies to return any extra money that they may have received due to this alleged conspiracy.

## **III. WHAT SETTLEMENTS HAVE BEEN REACHED IN THE LIB PROCEEDINGS?**

A settlement is when someone being sued (“defendant”) agrees to pay money to the members of the class action (“plaintiff”) in exchange for being released from claims relating to the class action.

The following defendants agreed to settle the LIB Proceedings in exchange for a full release of the claims against them relating to the alleged price-fixing of LIB:

- Samsung SDI Co., Ltd. and Samsung SDI America, Inc. (“Samsung”) for US\$2 200 000\$.
- Sony Corporation, Sony Energy Devices Corporation, Sony Electronics, Inc. and Sony of Canada Ltd. (“Sony”) for CND\$4 500 000.

Samsung and Sony also agreed to provide cooperation to plaintiffs’ class counsel in the context of continuing the LIB Proceedings against the remaining defendants. Samsung and Sony do not admit any liability, wrongdoing or fault.

These settlements are subject to Court approval in Ontario and Quebec. The approval hearings will take place before the Superior Court of Quebec in the City of Montreal, on **September 26, 2018, at 9:30 AM in room 2.08 of the Montreal Courthouse** and before Superior Court of Justice of Ontario on **October 15, 2018 at 2:15 PM**. The Courts will decide whether the settlements are fair, reasonable, and in the best interests of settlement class members.

#### **IV. WHO IS AFFECTED BY THE SETTLEMENTS?**

The settlement class regarding the settlements with Samsung and Sony is defined as:

Persons in Canada who purchased LIB (excluding LIB designed to be installed in vehicles) and/or the following products containing LIB: 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, between January 1, 2000 and January 1, 2012, except the defendants and certain entities related to the defendants.

Settlement class members who do not oppose the proposed settlements do not need to appear at the settlement approval hearings or take any other action at this time.

If you want to tell the Court what you think about the proposed settlements or speak to the Court at the hearings listed above, you must send your written submissions to the appropriate Class Counsel at the addresses listed below (Section IX), postmarked no later than **September 17, 2018**. Class Counsel will forward all such submissions to the Court. All filed written submissions will be considered by the Court. If you do not file a written submission by September 17, 2018, you may not be entitled to participate in the settlement approval hearings.

If you want to attend the hearings, please contact Class Counsel for additional details.

#### **V. WHAT HAPPENS TO THE MONEY PAID UNDER THE SETTLEMENTS?**

At this stage, the Samsung and Sony settlement funds (minus approved fees and expenses) will be held in an interest-bearing trust account. At a later date, the Court will decide how the settlement funds will be distributed and how you can apply to receive money from these settlements. Watch for another notice explaining how to claim money from the settlements. Register online at [www.recourscollectif.info/en/cases/batteries/](http://www.recourscollectif.info/en/cases/batteries/) to ensure that you are sent this notice by email or direct mail.

#### **VI. WHAT IS THE STATUS OF THE LIB PROCEEDINGS AGAINST THE OTHER DEFENDANTS?**

There is no settlement with the other defendants and the LIB Proceedings are continuing against them.

**In Quebec**, a class action has been authorized by the Superior Court of Quebec against:

- 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 Energy Devices Corporation
- Sony Electronics, Inc.
- Sony of Canada Ltd.
- Samsung SDI Co., Ltd.
- Samsung SDI America, Inc

The class is defined as :

All persons who purchased, in Quebec, between February 24, 2004 and September 30, 2008, one or more rechargeable lithium-ion Batteries ("Batteries") or one or more products equipped with one or more Batteries, excluding, however, Batteries to be installed in an automobile or other vehicle and vehicles equipped with such batteries.

**In Ontario**, a national class action was certified against

- 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.
- Hitachi, Ltd.
- Hitachi Maxell, Ltd.
- Maxell Corporation of America
- Maxell Canada
- GS Yuasa Corporation
- Toshiba Corporation
- Toshiba America Electronic Components, Inc.
- Toshiba of Canada Limited

The Class is defined as:

All persons in Canada who, between January 1, 2000 and December 31, 2011 (the "Class Period"), purchased a Lithium Battery\* manufactured by the Defendants and/or any of the following products containing a Lithium Battery manufactured by the Defendants: (1) notebook computer\*\*; (2) cell phones, including smartphones\*\*\*; (3) tablet computers; (4) e-book readers; (5) MP3 players; (6) personal digital assistants; (7) handheld GPS; (8) handheld video players; and/or (9) lithium ion battery packs (collectively "LIB Products"). Excluded from the class are the Defendants and the Defendants' present and former parents, predecessors, subsidiaries and affiliates, and any person who timely and validly opts out of the proceeding.

\*a Lithium Battery is a rechargeable battery cell which uses lithium-ion technology.

\*\*for greater certainty, a notebook computer includes a laptop computer

\*\*\*excluding cell phones acquired as part of a cellular phone service contract.

Whether purchasers of LIBs manufactured by non-defendants have a cause of action and are properly included as part of the class is the subject of an appeal in Ontario. Following the resolution of this appeal, the Ontario class will be amended to exclude members already covered by the class action authorized by the Superior Court of Quebec.

## **VII. WHAT STEPS SHOULD I TAKE NOW?**

If you want to be a member of the LIB Proceedings, you do not need to do anything. However, to protect your legal rights, you should:

1. Keep the LIBs and products containing LIBs bought between January 1, 2000 and January 1, 2012.
2. Keep records of any purchases of LIB and/or products containing LIB from January 1, 2000 to January 1, 2012. Records include invoices, receipts and bank statements.
3. You should register online at [www.recourscollectif.info/en/cases/batteries/](http://www.recourscollectif.info/en/cases/batteries/) to receive updates about the LIB Proceedings.

#### **VIII. WHAT IF I DON'T WANT TO BE IN THE LIB PROCEEDINGS?**

If you do not want to be a member of the LIB Proceedings, you can exclude yourself (“opt-out”) by sending a written notice to the clerk of the Superior Court, at the following address : 1, Notre-Dame Est Street, Montreal (Quebec) H2Y 1B6.

Notice to opt-out of the LIB Proceedings must be signed and mention :

- your full name, current address and telephone number;
- if you are writing on behalf of a company, the name of the company and your position at the company; and
- a statement saying that you (or the company) want to opt-out of the LIB Proceedings;

Notice to opt-out of the LIB Proceedings must be post-marked by **October 29, 2018**.

If you exclude yourself or opt-out:

- you will not be eligible to participate in the ongoing LIB Proceedings, and
- you will not receive any money from the LIB Proceedings, but
- you will be able to start or continue your own action against the defendants regarding the claims at issue in the LIB Proceedings.

If you do nothing, and so do not exclude yourself or opt-out:

- you will be eligible to participate in the ongoing LIB Proceedings, and
- you may receive money from the LIB Proceedings, but
- you will not be able to start or continue your own action against the defendants regarding the claims at issue in the LIB Proceedings.

This is your only chance to exclude yourself or opt out of the LIB Proceedings.

#### **IX. WHO ARE THE LAWYERS WORKING ON THE LIB PROCEEDINGS AND HOW ARE THEY PAID?**

The law firm of Belleau Lapointe s.e.n.c.r.l. represents settlement class members in Quebec and members of the class action authorized by the Superior Court of Quebec. Belleau Lapointe s.e.n.c.r.l. can be reached at:

Telephone: (514) 987-6700

Email: [info@belleaulapointe.com](mailto:info@belleaulapointe.com)

Mail: 306, Place d'Youville, Office B-10, Montreal (Quebec), H2Y 2B6 Attention: Keven Lapierre

The law firms of Siskinds LLP and Sotos LLP represent settlement class members in Ontario, and in provinces other than British Columbia or Quebec. Siskinds LLP can be reached at:

Telephone: 1-800-461-6166 x 1315  
Email: [lithiumionbatteries@siskinds.com](mailto:lithiumionbatteries@siskinds.com)  
Mail: 680 Waterloo St., London, ON N6A 3V8 Attention: Charles Wright

Sotos LLP can be reached at:

Telephone: 416-977-0007  
Email: [lithiumclassaction@sotosllp.com](mailto:lithiumclassaction@sotosllp.com)  
Mail: 180 Dundas St W #1200, Toronto, ON M5G 1Z8 Attention: Jean-Marc Leclerc

The law firm of Camp Fiorante Matthews Mogerman LLP represents settlement class members in British Columbia. Camp Fiorante Matthews Mogerman LLP can be reached at:

Telephone: 604-689-7555  
Email: [LIB@cfmlawyers.ca](mailto:LIB@cfmlawyers.ca)  
Mail: #400 - 856 Homer Street, Vancouver, BC V6B 2W5 Attention: David Jones

**You do not have to personally pay the lawyers working on the LIB proceedings any money.** The lawyers will be paid from the money collected in the LIB proceedings. The Courts will be asked to decide how much the lawyers will be paid. The lawyers will collectively be asking that the Courts approve legal fees of up to 25 % of the Samsung and Sony settlement funds, plus disbursements and applicable taxes. Any approved legal fees will be paid out of the settlement funds. Class Counsel reserve the right to ask the Courts to allow Class Counsel to use the settlement funds to pay for any future adverse costs award or future disbursements. At a later date, Class Counsel will ask the Courts to approve the distribution of the remaining settlement funds to settlement class members.

#### **X. WHERE CAN I ASK MORE QUESTIONS?**

For more information, please visit [www.recourscollectif.info/en/cases/batteries/](http://www.recourscollectif.info/en/cases/batteries/). If you have questions that are not answered online, please contact Class Counsel at the numbers listed above.

To receive future notices and updates regarding the LIB Proceedings and any future settlements, register online at [www.recourscollectif.info/en/cases/batteries/](http://www.recourscollectif.info/en/cases/batteries/).

#### **XI. INTERPRETATION**

This notice contains a summary of some of the terms of the Samsung and Sony settlement agreements. If there is a conflict between the provisions of this notice and the settlement agreements, the terms of the settlement agreements shall prevail.