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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

IN RE: LITHIUM ION BATTERIES
ANTITRUST LITIGATION

This Document Relates to:
INDIRECT PURCHASER ACTIONS

Case No. 13-MD-02420 YGR (DMR)

MDL NO. 2420

**[PROPOSED] ORDER GRANTING
SETTLEMENT CLASS
CERTIFICATION AND PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT WITH SONY
DEFENDANTS**

AS MODIFIED BY THE COURT

1
2 On April 8, 2016, Indirect Purchaser Plaintiffs (“IPPs”) filed a Motion for Preliminary
3 Approval of Class Action Settlement with Defendants Sony Corporation, Sony Energy Devices
4 Corporation, and Sony Electronics Inc. (collectively “Sony”). (Dkt. No. 1209). The Court,
5 having reviewed the motion, the settlement agreement (Declaration of Steven N. Williams,
6 Dkt. No. 1209-1, Exh. 1), the pleadings and other papers on file in this action, and the
7 statements of counsel and the parties, hereby finds that the motion should be **GRANTED**.
8

9 NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

- 10 1. For purposes of this Order, except as otherwise set forth herein, the Court adopts
11 and incorporates the definitions contained in the settlement agreement, to the extent
12 not contradictory or mutually exclusive.
13
14 2. The Court hereby preliminarily approves the settlement agreement.
15
16 3. The Court finds that the settlement falls within the range of possible final approval
17 and that there is a sufficient basis for notifying the settlement classes and for setting
18 a Fairness Hearing.
19
20 4. Pursuant to Federal Rule of Civil Procedure 23, the Court certifies the following
21 settlement classes for purposes of this Motion only:
22
23 a. All persons who, during the period from and including January 1, 2000
24 through May 31, 2011, purchased in the United States for their own use and
25 not for resale from an entity other than an MDL Defendant a Lithium Ion
26 Battery or Lithium Ion Battery Pack manufactured by an MDL Defendant or
27 alleged co-conspirator, or a Finished Product containing a Lithium Ion
Battery or Lithium Ion Battery Pack manufactured by an MDL Defendant or
alleged co-conspirator. Excluded from this Class are the MDL Defendants,

1 their parents, subsidiaries and affiliates, and any judge, justice, or judicial
2 officer presiding over this matter and the members of her or his immediate
3 families and judicial staff (Nationwide class under California law, Injunctive
4 relief under Federal and California law).

- 5 b. All non-federal and non-state governmental entities in California that,
6 during the period from January 1, 2000 through May 31, 2011, indirectly
7 purchased for their own use and not for resale either a Lithium Ion Battery
8 manufactured by a Defendant and/or a Lithium Ion Battery Product
9 containing a Lithium Ion Battery manufactured by a Defendant or co-
10 conspirator.
11

- 12 5. The Court further finds that the prerequisites to certifying settlement classes under
13 Rule 23(a) are satisfied for settlement purposes in that (a) there are at least
14 thousands of geographically dispersed settlement class members, making joinder of
15 all members impracticable; (b) there are questions of law and fact common to the
16 settlement classes; (c) the claims or defenses of the class representatives are typical
17 of the claims or defenses of the settlement classes; and (d) the Indirect Purchaser
18 Plaintiffs will fairly and adequately protect the interests of the settlement classes,
19 and have retained counsel experienced in antitrust class action litigation who have,
20 and will continue to, adequately represent the settlement classes. The Court also
21 finds that the prerequisites to certifying settlement classes under Rule 23(b) are
22 satisfied for settlement purposes in that (a) common questions predominate over
23 individual issues and (b) resolution through class settlements is superior to
24 individual settlements.
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- 1 6. The Court hereby appoints the Plaintiffs named in the Indirect Purchaser Plaintiffs'
2 Fourth Consolidated Amended Complaint (March 18, 2016) (ECF No. 1168)
3 ("FCAC") as Representative Plaintiffs of the settlement classes.
- 4 7. The Court hereby appoints the law firms of Cotchett, Pitre & McCarthy, LLP, Lieff,
5 Cabraser, Heimann & Bernstein, and Hagens, Berman, Sobol & Shapiro as
6 Settlement Class Counsel.
- 7 8. The Court approves the form of the Long-Form Notice attached hereto as Exhibit A
8 ("Long-Form Notice"). The Court also approves the form of the Short-Form Notice
9 attached hereto as Exhibit B ("Short-Form Notice"). The Court finds that taken
10 together, mailing the Long-Form Notice by electronic mail to addresses which can
11 be reasonably obtained, publication of the Short-Form Notice, and internet posting
12 of the Long-Form Notice are: (i) the best notice practicable; (ii) reasonably
13 calculated to, under the circumstances, apprise the settlement class members of the
14 proposed settlement and of their right to object or to exclude themselves as
15 provided in the settlement agreement; (iii) reasonable and constitute due, adequate,
16 and sufficient notice to all persons entitled to receive notice; and (iv) meet all
17 applicable requirements of due process and any other applicable requirements under
18 federal or state law.
- 19 9. IPPs' notice provider shall provide notice of the class settlement. The notice
20 provider shall provide direct notice of the settlement to all members of the
21 settlement class for whom they can reasonably obtain email addresses on or before
22 July 12, 2016. IPPs' notice provider shall publish the Short-Form Notice in
23 *Parade*, *Better Homes and Gardens*, and *People* with all publication completed on
24 or before August 18, 2016. The notice provider shall also cause a copy of the class
25 26
27

1 notices and Settlement Agreement to be posted on the internet website
2 www.batteriesconsumerlitigation.com on or before May 27, 2016. IPPs' notice
3 provider shall use internet banner and text ads to achieve a minimum of 225 million
4 targeted impressions. All banners and text ads will include links to the website
5 www.batteriesconsumerlitigation.com, and may include publication via Facebook,
6 Yahoo! Network, Google Network, and YouTube. IPPs' notice provider shall also
7 cause a news release to be disseminated via PR Newswire US1 National
8 distribution to announce the Notice of Settlement, which shall include distribution
9 to at least 5,600 general market newsrooms, both print and broadcast, across the
10 United States plus 5,900 websites.

11
12 10. Each member of the settlement classes shall have the right to be excluded from the
13 settlement classes by mailing a request for exclusion to the claims administrator no
14 later than September 22, 2016. Requests for exclusion must be in writing and set
15 forth the name and address of the person or entity who wishes to be excluded, as
16 well as any trade name or business name and address used by such person or entity,
17 and must be signed by the class member seeking exclusion. No later than
18 September 29, 2016, IPP Class Counsel shall file with the Court a list of all persons
19 or entities who have timely requested exclusion from the settlement classes as
20 provided in the Settlement Agreement.

21
22 11. Any member of the settlement classes who does not properly and timely request
23 exclusion from the settlement classes as provided above shall, upon final approval
24 of the settlement, be bound by the terms and provisions of the settlement so
25 approved, including, but not limited to, the releases, waivers, and covenants set
26 forth in the Settlement Agreement, whether or not such person or entity objected to
27

1 the settlement agreement and whether or not such person or entity makes a claim
2 upon the settlement funds.

3 12. Each member of the settlement classes who has not timely excluded itself from the
4 settlement shall have the right to object to (1) the settlement and/or (2) the plan of
5 allocation by filing written objections with the Court no later than September 22,
6 2016. Failure to timely file written objections will preclude a class member from
7 objecting to any or all of the settlement.

8 13. Each member of the settlement classes as provided above shall have the right to
9 appear at the Fairness Hearing by filing a Notice of Intention to Appear no later
10 than September 22, 2016.

11 14. The Court will conduct a Fairness Hearing on November 8, 2016. The Fairness
12 Hearing will be conducted to determine the following:

- 13
- 14 a. Whether the proposed settlement is fair, reasonable, and adequate and
15 should be granted final approval;
 - 16 b. Whether final judgment should be entered dismissing with prejudice the
17 claims of the settlement classes against Sony;
 - 18 c. Approval of the plan of allocation; and
 - 19 d. Such other matters as the Court may deem appropriate.
- 20

21 15. Each member of the settlement classes shall retain all rights and causes of action
22 with respect to claims against the remaining defendants other than Sony regardless
23 of whether such member of the settlement classes decides to remain in the
24 settlement classes or to exclude itself from the settlement classes.

25 16. All briefs, memoranda, and papers in support of final approval of the settlement
26 shall be filed no later than October 4, 2016.
27

1 17. IPPs' Class Counsel and their designees are authorized to expend funds from the
2 escrow accounts to pay taxes, tax expenses, notice, and administration costs as set
3 forth in the Settlement Agreement.

4 18. All further Indirect Purchaser class proceedings as to Sony are hereby stayed except
5 for any actions required to effectuate the settlement.

6 19. The Court retains exclusive jurisdiction over this action to consider all further
7 matters arising out of or connected with the settlement.

8 This order terminates Docket Number 1209.

9 IT IS SO ORDERED.
10

11 Dated: May 26, 2016

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14 Hon. Yvonne Gonzalez Rogers
15 United States District Judge
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If You Bought a Lithium Ion Battery or Electronics Such as Notebook Computers, Mobile Phones, and/or Other Items Containing a Lithium Ion Battery Since 2000

You Could Get Money From a \$19.5 Million Settlement

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

- Please read this Notice and the Settlement Agreement available at www.batteriesconsumerlitigation.com carefully. Your legal rights may be affected whether you act or don't act. This Notice is a summary, and it is not intended to, and does not, include all of the specific details of the Settlement Agreement. To obtain more specific details concerning the Settlement, please read the Settlement Agreement.
- A class action lawsuit brought on behalf of indirect purchasers of Lithium Ion Batteries ("Li-Ion Batteries") and Lithium Ion Battery Products ("Li-Ion Products") is currently pending. Li-Ion Products include, but are not limited to, laptop computers, notebook computers, netbook computers, tablet computers, mobile phones, smart phones, digital cameras, camcorders, digital video cameras, digital audio players, and power tools.
- Plaintiffs claim that Defendants (listed below) and co-conspirators engaged in an unlawful conspiracy to fix, raise, maintain, or stabilize the prices of Lithium Ion Battery Cells ("Li-Ion Cells"). Plaintiffs further claim that indirect purchasers of Li-Ion Batteries and Li-Ion Products may recover for the effect that the conspiracy had on the prices of these devices. Plaintiffs allege that, as a result of the unlawful conspiracy involving Li-Ion Cells, they and other indirect purchasers paid more for Li-Ion Batteries and Li-Ion Products than they would have paid absent the conspiracy. Defendants deny Plaintiffs' claims.
- A settlement has been reached with Defendants Sony Corporation, Sony Energy Devices Corporation, and Sony Electronics Inc. (collectively "Sony" or "Settling Defendants").
- Your legal rights may be affected whether you act or don't act. This Notice includes information on the Settlement and the lawsuit. Please read the entire Notice carefully.
- The following rights and options – and deadlines to exercise them – are explained in this Notice.

| YOUR LEGAL RIGHTS AND OPTIONS | | |
|--------------------------------------|--|--------------------|
| EXCLUDE YOURSELF | You will not be included in the Settlement from which you exclude yourself. You will receive no benefits from the Settlement, but you will keep any rights you currently have to sue Sony about the claims in the case(s) from which you exclude yourself. You will also lose your right to object to the terms of the settlement and to speak to the Court at the fairness hearing. | September 22, 2016 |
| DO NOTHING NOW | You will be included in the Settlement and eligible to file a claim for a payment (if you qualify) at a later date. You will give up your rights to sue the Settling Defendants about the claims in these cases. | |
| OBJECT TO THE SETTLEMENT | If you do not exclude yourself, you can write to the Court explaining why you disagree with the Settlement. | September 22, 2016 |
| GO TO THE HEARING | If you do not exclude yourself, you can also ask to speak in Court about your opinion of the Settlement. | November 8, 2016 |
| REGISTER ON THE WEBSITE | The best way to receive notice about filing a claim and updates about the lawsuit. | |

- The Court in charge of these cases still has to decide whether to finally approve the Settlement. Payments will be made only (1) if the Court approves the Settlement and after any appeals are resolved, and (2) after the Court approves a Distribution Plan to distribute the Settlement Fund minus expenses and any Court-approved attorneys' fees ("Net Settlement Funds") to Class Members. The proposed distribution plan for this settlement is to make a *pro rata* distribution to each class member based upon the number of approved purchases per class member of LIBs during the settlement class period.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION..... 3

1. What Is This Notice About? 3

2. What Is This Lawsuit About?..... 3

3. Why Is There A Settlement But The Litigation Is Continuing? 3

4. Who Are The Non-Settling Defendant Companies? 3

5. What Are Li-Ion Cells, Li-Ion Batteries, And Li-Ion Products? 3

6. Why Is This A Class Action? 3

THE SETTLEMENT..... 3

7. How Do I Know If I May Be Included In The Class?..... 3

8. What Does The Settlement Provide?..... 4

HOW TO GET BENEFITS..... 4

9. How Much Money Can I Get? 4

10. When Will I Get A Payment? 4

REMAINING IN THE CLASS..... 4

11. What Happens If I Remain In The Class?..... 4

EXCLUDING YOURSELF FROM THE CLASS 4

12. How Do I Get Out Of The Class? 4

13. If I Don’t Exclude Myself, Can I Sue For The Same Thing Later? 5

14. If I Exclude Myself, Can I Still Get Money Benefits? 5

THE LAWYERS REPRESENTING YOU 5

15. Do I Have A Lawyer Representing Me?..... 5

16. How Will The Lawyers Be Paid? 5

OBJECTING TO THE SETTLEMENT..... 5

17. How Do I Object To Or Comment On The Settlement?..... 5

18. What Is The Difference Between Excluding Myself From The Class And Objecting To The Settlement? 5

THE FINAL FAIRNESS HEARING 5

19. When And Where Will The Court Decide Whether To Approve The Settlement? 6

20. Do I Have To Attend The Hearing?..... 6

21. May I Speak At The Hearing? 6

THE TRIAL 6

22. When And Where Will The Trial Against The Non-Settling Defendants Take Place? 6

23. What Are The Plaintiffs Asking For From The Non-Settling Defendants? 6

24. Will I Get Money After The Trial? 6

GET MORE INFORMATION 6

25. How Do I Get More Information? 6

| |
|--------------------------|
| BASIC INFORMATION |
|--------------------------|

1. What Is This Notice About?

This Notice is to inform you about a Settlement reached in this litigation, before the Court decides whether to finally approve the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights. The Court in charge is the United States District Court for the Northern District of California. This litigation is known as *In re Lithium Ion Batteries Antitrust Litigation – All Indirect Purchaser Actions*, MDL No. 2420. The people who sued are called the “Plaintiffs.” The companies they sued are called the “Defendants.”

2. What Is This Lawsuit About?

The lawsuit alleges that Defendants and co-conspirators conspired to raise and fix the prices of Li-Ion Cells for over ten years, resulting in overcharges to indirect purchasers of Li-Ion Batteries and Li-Ion Products. The complaint describes how the Defendants and co-conspirators allegedly violated the U.S. and state antitrust, unfair competition, and consumer protection laws by agreeing to fix prices and restrict output of Li-Ion Cells by, among other things, face-to-face meetings and other communications, customer allocation, and the use of trade associations. Defendants deny Plaintiffs’ allegations. The Court has not decided who is right.

3. Why Is There A Settlement But The Litigation Is Continuing?

Only one group of Defendants has agreed to settle the lawsuit – Sony Corporation, Sony Energy Devices Corporation, and Sony Electronics Inc. (collectively “Sony”). The case is continuing against the remaining Non-Settling Defendants. Additional money may become available in the future as a result of a trial or future settlements, but there is no guarantee that this will happen.

4. Who Are The Non-Settling Defendant Companies?

The Non-Settling Defendant companies include: LG Chem, Ltd.; LG Chem America, Inc.; Samsung SDI Co. Ltd.; Samsung SDI America, Inc.; Panasonic Corporation; Panasonic Corporation of North America; Sanyo Electric Co., Ltd.; Sanyo North America Corporation; Hitachi Maxell, Ltd.; Maxell Corporation of America; NEC Corporation; NEC Tokin Corporation; and Toshiba Corporation.

5. What Are Li-Ion Cells, Li-Ion Batteries, And Li-Ion Products?

For purposes of the Settlement:

- “Lithium Ion Battery Cell(s)” or “Li-Ion Cells” means cylindrical, prismatic, or polymer cell used for the storage of power that is rechargeable and uses lithium ion technology.
- “Lithium Ion Battery” or “Li-Ion Battery” means Lithium Ion Battery Cell or Lithium Ion Battery Pack.
- “Lithium Ion Battery Pack” means Lithium Ion Battery Cells that have been assembled into a pack, regardless of the number of Lithium Ion Cells contained in such packs.
- “Lithium Ion Battery Products” or “Li-Ion Products” means products manufactured, marketed, and/or sold by Defendants, their divisions, subsidiaries, or Affiliates, or their alleged co-conspirators that contain one or more Lithium Ion Battery Cells manufactured by Defendants or their alleged co-conspirators. Lithium Ion Battery Products include, but are not limited to, laptop computers, notebook computers, netbook computers, tablet computers, mobile phones, smart phones, cameras, camcorders, digital video cameras, digital audio players, and power tools.

6. Why Is This A Class Action?

In a class action, one or more people called the “class representatives” sue on behalf of themselves and other people with similar claims in the specific class action. All of these people together are the “Class” or “Class Members.” In a class action, one court may resolve the issues for all Class Members, except for those who exclude themselves from the class.

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| THE SETTLEMENT |
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7. How Do I Know If I May Be Included In The Class?

The Class includes persons and entities that, from January 1, 2000, through May 31, 2011, indirectly purchased a Li-Ion Battery or Li-Ion Product in the United States for their own use and not for resale from one or more of the Defendants in this lawsuit. “Indirectly” means the product was purchased from someone other than the manufacturer, such as a retail store.

The specific definition of who is included in the Class is set forth in the Settlement Agreement and in the order preliminarily approving the settlement. The Settlement Agreement, the preliminary approval order, and the related Complaints are accessible on

the website www.batteriesconsumerlitigation.com. Payments to Class Members will be made only: (1) if the Court approves the Settlement and after any appeals are resolved, and (2) in accordance with the Distribution Plan to distribute the Settlement Funds minus expenses and Court-approved attorneys' fees ("Net Settlement Fund") to Class Members. The Distribution Plan, as approved by the Court, will determine the amount, if any, that each Class Member will receive. The Distribution Plan provides that payments to class members will be based on the number of valid claims filed by all Class Members and the dollar value of each Class Member's purchase(s) of Li-Ion Batteries and/or Li-Ion Products in proportion to the total approved claims filed by all Class Members.

8. What Does The Settlement Provide?

The Settlement Fund is \$19.5 million. After deduction of attorneys' fees, notice and administration costs, and litigation expenses, as approved by the Court, the remaining Settlement Fund will be available for distribution to Class Members who timely file valid claims. The Settlement also includes non-monetary relief, including cooperation in litigating against the Non-Settling Defendants.

More details about the Settlement are set forth in the Settlement Agreement, available at www.batteriesconsumerlitigation.com.

HOW TO GET BENEFITS

9. How Much Money Can I Get?

At this time, it is unknown how much each Class Member who submits a valid claim will receive. Payments will be based on a number of factors, including the number of valid claims filed by all Class Members and the dollar value of each Class Member's purchase(s) of Li-Ion Batteries and/or Li-Ion Products in proportion to the total claims filed. No matter how many claims are filed, no money will be returned to the Settling Defendants once the Court finally approves the Settlement. In order to receive a payment, you will need to file a valid claim form before the claims period ends. The claims period has not yet begun. A Notice about the claims process will be provided at a later date as ordered by the Court. If you want to be kept updated about the claims process or any future settlements, you should register at www.batteriesconsumerlitigation.com.

10. When Will I Get A Payment?

No money will be distributed yet. The lawyers for the Plaintiffs will continue to pursue the lawsuit against the Non-Settling Defendants. All Settlement Funds that remain after payment of the Court-ordered attorneys' fees, incentive awards, costs, and expenses will be distributed at the conclusion of the lawsuit or as ordered by the Court.

REMAINING IN THE CLASS

11. What Happens If I Remain In The Class?

You will give up your right to sue the Settling Defendants on your own for the claims described in the Settlement Agreement unless you exclude yourself from the Class. You also will be bound by any decisions by the Court relating to the Settlement. In return for paying the Settlement Amount and providing the non-monetary benefits, the Settling Defendants (and certain related entities defined in the Settlement Agreement) will be released from claims relating to the alleged conduct involving the Li-Ion Products identified in the Settlement Agreement. The Settlement Agreement describes the released claims in detail, so read them carefully since those releases will be binding on you if the Court approves the Settlement. If you have any questions, you can talk with Class Counsel for free, or you can, of course, talk with your own lawyer (at your own expense) if you have questions about what this means. The Settlement Agreements and the specific releases are available at www.batteriesconsumerlitigation.com.

EXCLUDING YOURSELF FROM THE CLASS

12. How Do I Get Out Of The Class?

To exclude yourself from the Class, you must send a letter by mail stating that you want to be excluded from *In re Lithium Ion Batteries Antitrust Litigation – All Indirect Purchaser Actions*, MDL No. 2420, Sony Settlement. Your letter must also include:

- Your name, address, and telephone number;
- A statement saying that you want to be excluded from *In re Lithium Ion Batteries Antitrust Litigation – All Indirect Purchaser Actions*, MDL No. 2420, Sony Settlement; and
- Your signature.

You must mail your exclusion request postmarked no later than September 22, 2016, to:

Lithium Batteries Indirect Sony Settlement
EXCLUSIONS
c/o A.B. Data, Ltd.
3410 West Hopkins Street

QUESTIONS? VISIT WWW.BATTERIESCONSUMERLITIGATION.COM OR CALL 1-800-584-2211

PO Box 173006
Milwaukee, WI 53217-8042

13. If I Don't Exclude Myself, Can I Sue For The Same Thing Later?

No. Unless you exclude yourself, you give up any right to sue the Settling Defendants for the claims being released in this litigation.

14. If I Exclude Myself, Can I Still Get Money Benefits?

No. If you exclude yourself from the Settlement Class in this Settlement, you will not get any money as a result of the Settlement.

THE LAWYERS REPRESENTING YOU

15. Do I Have A Lawyer Representing Me?

The Court has appointed the following lawyers as Class Counsel to represent you and all other members of the Class:

| | | |
|---|---|--|
| Steven N. Williams, Esq. Cotchett, Pitre & McCarthy, LLP San Francisco Airport Office Center 840 Malcolm Road, Suite 200 Burlingame, CA 94010 batteries@cpmlegal.com | Jeff Friedman, Esq. Hagens Berman Sobol Shapiro LLP 715 Hearst Avenue, Suite 202 Berkeley, CA 94710 batteries@hbsslaw.com | Brendan P. Glackin, Esq. Lieff Cabraser Heimann & Bernstein, LLP 275 Battery Street, 29th Floor San Francisco, CA 94111-3339 batteries@lchb.com |
|---|---|--|

You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How Will The Lawyers Be Paid?

At the Final Fairness Hearing, Class Counsel will ask the Court to (a) reimburse them for certain fees, costs, and expenses. At the Final Fairness Hearing, or at a later date, Class Counsel will ask the Court for attorneys' fees based on their services in this litigation, not to exceed 30% of the \$19.5 million Settlement Fund. Any payment to the attorneys will be subject to Court approval, and the Court may award less than the requested amount. The attorneys' fees, costs, and expenses that the Court orders, plus the costs to administer the Settlement, will come out of the Settlement Fund. Class Counsel may seek additional attorneys' fees, costs, and expenses from any other settlements or recoveries obtained in the future.

When Class Counsel's motion for fees, costs, and expenses is filed, it will be available at www.batteriesconsumerlitigation.com. The motion will be posted on the website at least 35 days before the Court holds a hearing to consider the request, and you will have an opportunity to comment on the motion.

OBJECTING TO THE SETTLEMENT

17. How Do I Object To Or Comment On The Settlement?

If you have objections to or comments about any aspect of the Settlement, you may express your views to the Court. You can object to or comment on the Settlement only if you do not exclude yourself from the Class. To object to or comment on the Settlement, you must:

- Specify in writing your name, address, and telephone number;
- Clearly identify in writing the case name, number, and settlement (*In re Lithium Ion Batteries Antitrust Litigation – All Indirect Purchaser Actions*, MDL No. 2420, Sony Settlement);
- Submit your letter to the Court either by mailing it to the Class Action Clerk, United States District Court for the Northern District of California, 1301 Clay Street, Oakland, CA 94612, or by filing it in person at any location of the United States District Court for the Northern District of California; and
- Make sure that the letter is filed or postmarked on or before September 22, 2016.

18. What Is The Difference Between Excluding Myself From The Class And Objecting To The Settlement?

If you exclude yourself from the Class, you are telling the Court that you do not want to participate in the Settlement. Therefore, you will not be eligible to receive any benefits from the Settlement, and you will not be able to object to the Settlement. Objecting to a Settlement simply means telling the Court that you do not like something about the Settlement. Objecting does not make you ineligible to receive a payment.

THE FINAL FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests by Class Counsel for fees, costs, and expenses. You may attend and you may ask to speak, but you do not have to do so.

19. When And Where Will The Court Decide Whether To Approve The Settlement?

The Court will hold a Final Fairness Hearing at 2:00 p.m. on November 8, 2016, at the United States Courthouse, 1301 Clay Street, Courtroom 1, 4th Floor, Oakland, CA 94612. The hearing may be moved to a different date or time without additional notice, so check the Court's PACER site, www.ecf.cand.uscourts.gov, www.batteriesconsumerlitigation.com, or call 1-800-584-2211 to confirm the date has not been changed. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections or comments, the Court will consider them at that time and may listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. At or after the hearing, the Court will decide whether to approve the Settlement.

20. Do I Have To Attend The Hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend at your expense. If you send an objection or comment, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also hire your own lawyer at your own expense to attend on your behalf, but you are not required to do so.

21. May I Speak At The Hearing?

If you send an objection or comment on the Settlement, you may have the right to speak at the Final Fairness Hearing as determined by the Court. You cannot speak at the hearing if you exclude yourself from the Class.

THE TRIAL

22. When And Where Will The Trial Against The Non-Settling Defendants Take Place?

If the case against the Non-Settling Defendants is not dismissed or settled, the Plaintiffs will have to prove their claims against the Non-Settling Defendants at trial. Trial dates have not yet been set. The trial will be held at the Courthouse at 1301 Clay Street, Courtroom 1, 4th Floor, Oakland, CA 94612.

At the trial, a decision will be reached about whether the Plaintiffs or the Non-Settling Defendants are right about the claims in the lawsuit. There is no guarantee that the Plaintiffs will win any money or other benefits for Class Members at trial.

23. What Are The Plaintiffs Asking For From The Non-Settling Defendants?

The Class representatives are asking for money for Class Members. The Class representatives are also seeking an order to prohibit the Non-Settling Defendants from engaging in the alleged behavior that is the subject of the lawsuit.

24. Will I Get Money After The Trial?

If the Plaintiffs obtain money or benefits as a result of a trial or settlement, Class Members will be notified about how to ask for a share or what their other options are at that time. These things are not known right now.

GET MORE INFORMATION

25. How Do I Get More Information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get copies of the Settlement Agreement and more information about the Settlement at www.batteriesconsumerlitigation.com. You also may write with questions to Lithium Batteries Indirect Sony Settlement, P.O. Box 173006, Milwaukee, WI 53217 or call the toll-free number 1-800-584-2211. You should also register at the website to be directly notified of any future settlements, the terms of the Distribution Plan of the Settlement Fund, how to file a claim form, and other information concerning this litigation.

**DO NOT CONTACT THE COURT, THE OFFICE OF THE CLERK OF THE COURT,
DEFENDANTS OR THEIR COUNSEL REGARDING THIS NOTICE**

Dated: May 26, 2016

By Order of the Court
United States District Court
Northern District of California

129431758

LEGAL NOTICE

If You Bought a Lithium Ion Battery or Electronics Such as Notebook Computers, Mobile Phones, and/or Other Items Containing a Lithium Ion Battery Since 2000

You Could Get Money From a \$19.5 Million Settlement

Sony Corporation, Sony Energy Devices Corporation, and Sony Electronics Inc. (“Settling Defendants”) have agreed to a Settlement resolving claims that they allegedly fixed the price of Lithium Ion Battery Cells. This may have caused individuals and businesses to pay more for Lithium Ion Batteries and Lithium Ion Battery Products. Lithium Ion Battery Products include, but are not limited to, laptop computers, notebook computers, netbook computers, tablet computers, mobile phones, digital cameras, camcorders, and power tools.

Am I Included?

You may be included if, from January 1, 2000 to May 31, 2011, you indirectly purchased a Lithium Ion Battery or Lithium Ion Battery Product (such as a notebook computer, mobile phone, or digital camera) in the United States for your own use and not for resale from one or more of the Defendants in this lawsuit. “Indirectly” means you bought the product from someone other than the manufacturer, such as from a retail store. A more detailed notice, including the exact Class definition and exceptions to Class membership, is available at www.batteriesconsumerlitigation.com.

What does the Settlement provide?

The Settlement provides for the payment of \$19,500,000 in cash to the Class. Sony has also agreed to cooperate in the pursuit of claims against other defendants.

How can I get a payment?

Money will not be distributed to the Class at this time. The lawyers for the Class will pursue the lawsuit against the other Defendants to see if any future settlements or judgments can be obtained in the case and then be distributed together, on a pro rata basis, based on the value of your Lithium Ion Battery and/or Lithium Ion Battery Product purchases, to reduce expenses.

If you want to receive notice about the claims process or future settlements, you should register at www.batteriesconsumerlitigation.com.

What are my rights?

Even if you do nothing, you will be bound by the Court’s decisions concerning this Settlement. If you want to keep your right to sue the Settling Defendants regarding Lithium Ion Battery and/or Lithium Ion Battery Product purchases, you must exclude yourself in writing from the Class by September 22, 2016. If you stay in the Class, you may object in writing to the Settlement by September 22, 2016, 2016. The Settlement Agreement, along with details on how to exclude yourself or object, is available at www.batteriesconsumerlitigation.com. The U.S. District Court for the Northern District of California will hold a hearing on November 8, 2016 at 2:00 p.m., at 1301 Clay Street, Courtroom 1, 4th Floor, Oakland, CA 94612 to consider whether to approve the Settlement. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check the website for additional information. You or your own lawyer may appear and speak at the hearing at your own expense, but you don’t have to. Class Counsel will also request at the hearing, or at a later date, attorneys’ fees of up to 30% of the Settlement Fund, plus

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reimbursement of costs and expenses, for investigating the facts, litigating the case, and negotiating the settlement. Please do not contact the Court about this case.

If the case against the other Defendants is not dismissed or settled, Class Counsel will have to prove their claims against the other Defendants at trial. Dates for the trial have not yet been set. The Court has appointed the law firms of Cotchett, Pitre & McCarthy, LLP; Lief Cabraser Heimann & Bernstein, LLP; and Hagens Berman Sobol Shapiro LLP as Class Counsel, to represent Indirect Purchaser Class members.

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