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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

IN RE LITHIUM ION BATTERIES
ANTITRUST LITIGATION

Case No. 4:13-MD-02420 YGR (DMR)
MDL No. 2420

**ORDER DIRECTING NOTICE TO
THE CLASS REGARDING THE
SDI, TOKIN, TOSHIBA &
PANASONIC SETTLEMENTS**

This Document Relates to:
ALL INDIRECT PURCHASER ACTIONS.

This matter comes before the Court on Indirect Purchaser Plaintiffs’ Motion to Direct Notice to the Class Regarding the SDI, Tokin, Toshiba, and Panasonic Settlements (the “Motion”).

WHEREAS Indirect Purchaser Plaintiffs (“IPPs”), on behalf of themselves and of the proposed stipulated settlement class (“Settlement Class”), and defendants Samsung SDI Co., Ltd. and Samsung SDI America, Inc. (collectively, “SDI”); TOKIN Corporation (“TOKIN”); Toshiba Corporation (“Toshiba”); and Panasonic Corporation, Panasonic Corporation of North America, SANYO Electric Co., Ltd., and SANYO North America Corporation (collectively, “Panasonic,” and with SDI, TOKIN, and Toshiba, the “Settling Defendants”), have agreed—subject to Court approval following notice to the Settlement Class and a hearing—to settle the above-captioned matter (the “Action”) upon the terms set forth in the SDI Settlement (attached hereto as **Exhibit 1**), the TOKIN Settlement (attached hereto as **Exhibit 2**), the Toshiba Settlement

1 (attached hereto as **Exhibit 3**), and the Panasonic Settlement (attached hereto as **Exhibit 4**)
2 (together, the “Settlement Agreements”);

3 WHEREAS, this Court previously approved settlement agreements between IPPs and
4 defendants Sony Corporation, Sony Energy Devices Corporation, and Sony Electronics Inc.
5 (collectively, “Sony”); LG Chem, Ltd. and LG Chem America, Inc. (collectively, “LG Chem”);
6 Hitachi Maxell Ltd. and Maxell Corporation of America (collectively, “Hitachi Maxell”); and
7 NEC Corporation (“NEC”), upon the terms set forth in the Sony Settlement (attached hereto as
8 **Exhibit 5**), the LG Chem Settlement (attached hereto as **Exhibit 6**), the Hitachi Maxell
9 Settlement (attached hereto as **Exhibit 7**), and the NEC Settlement (attached hereto as **Exhibit 8**);

10 WHEREAS, this Court has reviewed and considered the Settlement Agreements entered
11 into among the parties, the record in this case, the briefs and their supporting exhibits and
12 declarations, and the arguments of counsel;

13 WHEREAS, IPPs have applied for an order to direct notice to the Settlement Class
14 (defined in paragraph 2 below) in connection with the proposed Settlement Agreements pursuant
15 to Rule 23(e)(1) of the Federal Rules of Civil Procedure;

16 WHEREAS, IPPs have presented sufficient information, pursuant to the Federal Rules and
17 this District’s Procedural Guidance for Class Action Settlements, to justify directing notice of the
18 proposed Settlement Agreements to the Settlement Class;

19 WHEREAS, this Court finds that it is likely to approve the proposed Settlement
20 Agreements under Rule 23(e)(2), and that it is likely to certify the Settlement Class for purposes
21 of judgment on the proposed Settlement Agreements; and

22 WHEREAS, all defined terms contained herein shall have the same meanings as set forth
23 in the Settlement Agreements;

24 NOW, THEREFORE, IT IS HEREBY ORDERED:

25 1. The Court does hereby find that it is likely to approve the proposed Settlement
26 Agreements under Rule 23(e)(2). Specifically:

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1 a. The class representatives and counsel have vigorously represented the
2 interests of the Settlement Class, having prosecuted this action on behalf of the Settlement Class
3 for more than five years.

4 b. The Settlement Agreements arise out of arm's-length, informed, and non-
5 collusive negotiations between counsel for IPPs and the Settling Defendants, who convened
6 multiple times over several months to arrive at settlement terms.

7 c. The relief provided for the Settlement Class is adequate, considering: (i)
8 the costs, risks, and delay of trial and appeal, particularly in light of the complex nature of IPPs'
9 case; (ii) the effectiveness and straightforwardness of the proposed claims process, which is
10 similar to the process this Court previously approved; (iii) the reasonableness of the anticipated
11 request for an award of attorneys' fees; and (iv) the absence of any agreement required to be
12 identified under Rule 23(e)(3).

13 d. The Settlement Agreements treat class members equitably relative to each
14 other. IPPs propose a distribution plan, one of two options recommended by Judge Rebecca J.
15 Westerfield (ret.), that would allocate 90 percent of the settlement funds to class members from
16 states that have passed laws allowing recovery by indirect purchasers (so-called "repealer states")
17 and 10 percent of the settlement funds to class members from states that have not done so ("non-
18 repealer states").¹ I have reviewed the adversarial process undertaken by the IPPs to arrive at this
19 recommendation, and find that it was appropriate. This Court is therefore likely to find IPPs'
20 proposed distribution plan fair, reasonable, and adequate. It is appropriate for class members
21 from non-repealer states to receive a limited recovery because they are still active litigants in the
22 case, and their claims have been neither dismissed from nor amended out of the pleadings.
23 Moreover, this Court's prior analysis of California choice-of-law rules would have been subject
24 to an appeal had this case gone to judgment. *National Super Spuds, Inc. v. New York Mercantile*
25 *Exchange*, 660 F.2d 9, 19 (2d Cir. 1981); *see also Anderson v. Nextel Retail Stores, LLC*, No. CV
26 07-4480-SVW FFMX, 2010 WL 8591002, at *9 (C.D. Cal. Apr. 12, 2010).

27 ¹ The term "repealer" refers to a state whose highest court has concluded that the relevant
28 state law affords a right of recovery to consumers notwithstanding the Supreme Court's decision
in *Illinois Brick Co. v. Illinois*, 431 U.S. 720 (1977).

1 2. The Court does hereby find that, for purposes of judgment on the proposed
2 Settlement Agreements, it is likely to certify the Settlement Class, which is defined as follows:

3 [A]ll persons and entities who, as residents of the United States and during the
4 period from January 1, 2000 through May 31, 2011, indirectly purchased new for
5 their own use and not for resale one of the following products which contained a
6 lithium-ion cylindrical battery manufactured by one or more defendants or their
7 coconspirators: (i) a portable computer; (ii) a power tool; (iii) a camcorder; or
8 (iv) a replacement battery for any of these products. Excluded from the class are
any purchases of Panasonic-branded computers. Also excluded from the class are
any federal, state, or local governmental entities, any judicial officers presiding
over this action, members of their immediate families and judicial staffs, and any
juror assigned to this action, but included in the class are all non-federal and non-
state governmental entities in California.

9 Specifically:

10 a. The Settlement Class is sufficiently numerous, as there are millions of
11 geographically-dispersed class members, making joinder of all members impracticable.

12 b. There are questions of law and fact common to the Settlement Class.

13 c. The claims of the class representatives are typical of the claims of the
14 Settlement Class.

15 d. The class representatives will fairly and adequately protect the interests of
16 the Settlement Class, and the class representatives have no interests in conflict with those of the
17 Settlement Class. Moreover, the class representatives have retained counsel experienced in
18 antitrust class action litigation who have, and will continue to, vigorously represent the Settlement
19 Class.

20 e. Common questions of law and fact predominate over any questions
21 affecting only individual members. Predominance is satisfied with respect to the nationwide
22 Settlement Class. *First*, questions as to the existence of the alleged conspiracy and as to the
23 occurrence of price-fixing are common to all class members and predominate over any
24 conceivable individual issues. Resolution of IPPs' claims depends principally on whether
25 defendants participated in a price-fixing conspiracy, and whether that conspiracy caused an
26 artificial and non-competitive increase to the market price of lithium ion batteries. Thus, if IPPs
27 were able to prove these elements, based on common evidence, a jury could reasonably infer that
28 every class member suffered some injury as a result. *Second*, certification of a Settlement Class

1 that includes residents from both repealer and non-repealer states does not affect the
2 predominance of common issues, because (i) the legal issue of whether purchasers from non-
3 repealer states can assert claims under California law is a common question susceptible to a
4 common answer, and the only differences—state law remedies—fall into a predictable binary
5 pattern; and (ii) even if an individual component to that legal question were to exist, that
6 individual component would be only one issue among a host of predominantly common issues.
7 *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1022 (9th Cir. 1998). *Third*, the distribution of
8 different amounts to subgroups of the Settlement Class (*i.e.*, repealer state residents and non-
9 repealer state residents) does not affect predominance because it is yet another common question.

10 f. Resolving these claims through a class settlement is superior to other
11 available methods for a fair and efficient adjudication.

12 3. Having found that it will likely approve the Settlement Agreements and certify the
13 Settlement Class, the Court does hereby direct IPPs to give notice of the proposed Settlement
14 Agreements to the Settlement Class.

15 4. The Court designates Jason Ames, Caleb Batey, Christopher Bessette, Cindy
16 Booze, Matt Bryant, Steve Bugge, William Cabral, Matthew Ence, Drew Fennelly, Sheri
17 Harmon, Christopher Hunt, John Kopp, Linda Lincoln, Patrick McGuinness, Joseph O’Daniel,
18 Tom Pham, Piya Robert Rojanasathit, Bradley Seldin, Donna Shawn, David Tolchin, Bradley
19 Van Patten, the City of Palo Alto, and the City of Richmond as representatives for the Settlement
20 Class for purposes of disseminating notice.

21 5. The Court designates Cotchett, Pitre & McCarthy, LLP; Hagens Berman Sobol
22 Shapiro LLP; and Lief Cabraser Heimann & Bernstein, LLP as Class Counsel for the Settlement
23 Class.

24 6. The Court approves as to form and content the proposed long-form notice,
25 attached hereto as **Exhibit 9**.

26 7. The Court approves as to form and content the proposed summary notice, attached
27 hereto as **Exhibit 10**. Class Counsel may make non-substantive changes, as appropriate, for
28

1 purposes of effective dissemination to class members (*e.g.*, via email notice, press release, or
2 other media). The Court likewise approves the Claim Form attached hereto as **Exhibit 11**.

3 8. The Court further finds that the proposed plan of notice, and the proposed contents
4 of these notices, meet the requirements of Rule 23 and due process, and are the best notice
5 practicable under the circumstances and shall constitute due and sufficient notice to all persons
6 entitled thereto.

7 9. The Court appoints the firm Epiq Class Action & Claims Solutions (“Epiq”) as the
8 Settlement Notice Administrator. IPPs and their designees, including the Settlement Notice
9 Administrator, are authorized to expend funds from the escrow accounts to pay taxes, tax
10 expenses, notice, and administration costs as set forth in the Settlement Agreements.

11 10. The Final Approval Hearing shall be held before this Court on **July 16, 2019, at**
12 **2:00 p.m.**, at the United States District Court, located in Courtroom 1, 4th Floor, at 1301 Clay
13 Street, Oakland, CA 94612, to determine: whether the proposed Settlement Agreements are fair,
14 reasonable, and adequate under Rule 23(e)(2); whether the Settlement Class should be certified;
15 whether final judgment should be entered herein; whether the proposed plan of distribution
16 should be approved; the amount of fees and expenses that should be awarded to Class Counsel;
17 and the amount of the incentive awards that should be provided to class representatives. The
18 Court may adjourn the Final Approval Hearing without further notice to the members of the
19 Settlement Class.

20 11. The Court directs the Settlement Notice Administrator to supervise and administer
21 the notice procedure as well as the processing of claims as more fully set forth below:

22 a. No later than **April 5, 2019**, the Settlement Notice Administrator shall
23 provide e-mail notice, substantially in the manner described in the Declaration of Cameron R.
24 Azari, to all class members whose e-mail addresses have been identified or can be identified with
25 reasonable effort;

26 b. No later than **April 5, 2019**, the Settlement Notice Administrator shall
27 commence a broadcast notice campaign, substantially in the manner described in the Declaration
28 of Cameron R. Azari;

1 c. No later than **April 5, 2019**, the Settlement Notice Administrator shall
2 commence a digital banner and video notice campaign, substantially in the manner described in
3 the Declaration of Cameron R. Azari.

4 d. No later than **April 5, 2019**, the Settlement Notice Administrator shall
5 release a party-neutral press release to approximately 15,000 media outlets across all 50 states.

6 e. The Settlement Notice Administrator shall continue to maintain the
7 existing website (www.reversethecharge.com) and toll-free phone number (1-888-418-5566),
8 established in connection with previous settlement agreements in this case. The website shall
9 continue to make available to class members additional, detailed information, including links to
10 file claims online, answers to frequently asked questions, important case documents, and contact
11 information for both Class Counsel and the Settlement Notice Administrator. The Settlement
12 Notice Administrator shall cause the full versions of the Settlement Agreements and this Order
13 Directing Notice to the Class to be published on the website.

14 12. The claims period shall commence **April 5, 2019**, and shall continue through and
15 including **July 19, 2019**. The Court further finds that the claims period for the Settlement
16 Agreements shall run concurrent with the claims period for all prior settlements—specifically,
17 those with defendants Sony Corporation, Sony Energy Devices Corporation, and Sony
18 Electronics Inc. (collectively, “Sony”); LG Chem Ltd. and LG Chem America, Inc. (collectively,
19 “LG Chem”); Hitachi Maxell, Ltd. and Maxell Corporation of America (collectively, “Hitachi
20 Maxell”); and NEC Corporation (“NEC”). Class members who have submitted claims in
21 connection with a prior round of settlements (and who do not exclude themselves) do not need to
22 make a new claim; prior claims will be deemed to include the settlements with SDI, Toshiba,
23 Tokin and Panasonic.

24 13. All members of the Settlement Class shall be bound by all determinations and
25 judgments in this Action concerning the Settlement Agreements, whether favorable or
26 unfavorable to the Settlement Class.

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1 14. Class Counsel shall file their motion for attorneys' fees, costs, and service awards
2 for the class representatives, and all supporting documentation and papers, by **April 23, 2019**, or
3 fourteen days before the deadline for exclusions and objections.

4 15. Any person who desires to request exclusion from the Settlement Class shall do so
5 by **May 28, 2019**. Requests for exclusion must be in writing and set forth the name and address
6 of the person or entity who wishes to be excluded, as well as any trade name or business name
7 and address used by such person or entity, and must be signed by the class member seeking
8 exclusion. All persons who submit valid and timely requests for exclusion shall have no rights
9 under the Settlement Agreements, shall not share in the distribution of the settlement funds, and
10 shall not be bound by the final judgments relating to SDI, TOKIN, Toshiba, or Panasonic entered
11 in this Action.

12 16. Any member of the Settlement Classes who does not properly and timely request
13 exclusion from the Settlement Class as provided above shall, upon final approval of the
14 Settlements, be bound by the terms and provisions of the Settlements so approved, including, but
15 not limited to, the releases, waivers, and covenants set forth in the Settlement Agreements,
16 whether or not such person or entity objected to the Settlement Agreements and whether or not
17 such person or entity makes a claim upon the settlement funds.

18 17. Any member of the Settlement Class may enter an appearance in this litigation, at
19 his or her own expense, individually or through counsel of his or her own choice. If the member
20 does not enter an appearance, he or she will be represented by Class Counsel.

21 18. Any member of the Settlement Class may appear and show cause, if he or she has
22 any reason, why the Settlement Agreements should or should not be approved as fair, reasonable,
23 and adequate; why a judgment should or should not be entered thereon; why the plan of
24 distribution should or should not be approved; why attorney's fees and expenses should or should
25 not be awarded to Class Counsel; or why the incentive awards should or should not be awarded to
26 the class representatives. All written objections and supporting papers must (a) clearly identify
27 the case name and number (*In re Lithium Ion Batteries Antitrust Litigation, Indirect Purchaser*
28 *Action*, Case No. 13-md-02420 YGR (DMR)), (b) be submitted to the Court either by mailing

1 them to the Class Action Clerk, United States District Court for the Northern District of
2 California, 1301 Clay St, Oakland, CA 94612, and (c) be filed or postmarked on or before **May**
3 **28, 2019**.

4 19. All papers in support of the settlements and responses by Class Counsel regarding
5 objections and exclusions shall be filed and served by **June 11, 2019**.

6 20. The Court retains authority to modify any of these dates for good cause shown or
7 on its own discretion.

8 21. All reasonable expenses incurred in identifying and notifying members of the
9 Settlement Class, as well as administering the settlement funds, shall be paid for as set forth in the
10 Settlement Agreements.

11 22. Neither the Settlement Agreements, nor any of its terms or provisions, nor any of
12 the negotiations or proceedings connected with it, shall be construed as an admission or
13 concession by IPPs or defendants SDI, TOKIN, Toshiba, or Panasonic of the truth or falsity of
14 any of the allegations in the lawsuit, or of any liability, fault or wrongdoing of any kind.

15 23. All members of the Settlement Class are temporarily barred and enjoined from
16 instituting or continuing the prosecution of any action asserting the claims released in the
17 proposed settlements, until the Court enters final judgment with respect to the fairness,
18 reasonableness, and adequacy of the Settlement Agreements.

19 IT IS SO ORDERED.

20
21 Dated: March 11, 2019


22 HONORABLE YVONNE GONZALEZ ROGERS
23 UNITED STATES DISTRICT COURT JUDGE
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EXHIBIT 9

If You Bought Electronics Such as a Portable Computer, Power Tool, Camcorder, and/or Other Items Containing a Lithium Ion Cylindrical Battery Since 2000

You Could Get Money From More Than \$113 Million in Settlements

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

- Please read this Notice and the Settlements carefully. Your legal rights may be affected whether you act or don't act. This Notice summarizes the proposed Settlements.
- The following rights and options – and deadlines to exercise them – are explained in this Notice.

YOUR LEGAL RIGHTS AND OPTIONS		
<u>YOU MAY:</u>		<u>DUE DATE:</u>
EXCLUDE YOURSELF	If you exclude yourself, you will keep any rights you currently have to sue SDI, Toshiba, TOKIN, and Panasonic ("Settling Defendants") about the claims in this case. You will not be included in the Settlements and will receive no benefits from the Settlements with Settling Defendants.	May 28, 2019
DO NOTHING NOW	You will be included in the Settlements with Settling Defendants and eligible to submit a claim for a payment (if you qualify). You will give up your rights to sue the Settling Defendants about the claims in this case.	
OBJECT TO THE SETTLEMENTS	You can write to the Court explaining why you disagree with the Settlements with Settling Defendants or any request for attorneys' fees (only if you do not exclude yourself).	May 28, 2019
SUBMIT A CLAIM FOR PAYMENT	Complete the claim form for payment available online at www.reversethecharge.com and submit it online or by mail (if you qualify for the Settlements).	July 19, 2019
GO TO THE HEARING	Speak in Court about your opinion of the Settlements with Settling Defendants or requested fees. The date of the hearing may change without further notice to the class, so please check www.reversethecharge.com or the Court's PACER site (https://ecf.cand.uscourts.gov) to confirm that the date has not been changed.	July 16, 2019
REGISTER ON THE WEBSITE	The best way to receive updates about the lawsuit.	

- The Settlements and related court papers are available at www.reversethecharge.com, or by contacting class counsel. You can also access the Settlements and supporting motions for a fee through the Court's docket in person or electronically. To access the Court's docket (Case No. 4:13-md-2420) in person, visit the office of the Clerk of the Court for the United States District Court for the Northern District of California, 1301 Clay Street, Suite 400S, Oakland, CA 94612, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. To access the Court's docket electronically through the Court's Public Access to Court Electronic Records (PACER) system, go to <https://ecf.cand.uscourts.gov>, which allows you to register for and log in to PACER. Once you have logged in to PACER, go to "Query," enter Case Number 4:13-md-2420, and click "Run Query" to access the Court's docket. PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.
- A class action lawsuit has been brought on behalf of consumers, businesses and California local governments who bought the following products that contained Lithium-Ion Cylindrical Batteries, a type of Lithium-Ion Battery ("Li-Ion Battery"): (i) portable computers; (ii) power tools; (iii) camcorders; or (iv) replacement batteries for any of these products. This case is only on behalf of consumers and others who bought the devices to use them, usually from retailers. It is not on behalf of companies like retailers who bought the devices to re-sell them to consumers.
- Plaintiffs claim that Defendants (listed below) and co-conspirators conspired to fix, raise, maintain, or stabilize the prices of cylindrical Lithium Ion Battery Cells ("Li-Ion Cells"). Plaintiffs further claim that purchasers of the products

listed above containing Lithium-Ion Cylindrical Batteries ("Li-Ion Cylindrical Batteries") overpaid for these devices because of the conspiracy. Defendants deny Plaintiffs' claims.

- Settlements were previously reached with LG Chem, Ltd. and LG Chem America, Inc. ("LG Chem"); Hitachi Maxell Ltd. and Maxell Corporation of America ("Hitachi Maxell"); NEC Corporation ("NEC"); and Sony Corporation, Sony Energy Devices Corporation, and Sony Electronics Inc. ("Sony").
- Settlements have now been reached with Samsung SDI Co., Ltd. and Samsung SDI America, Inc. ("SDI"); TOKIN Corporation ("TOKIN"); Toshiba Corporation ("Toshiba"); and Panasonic Corporation, Panasonic Corporation of North America, SANYO Electric Co., Ltd., and SANYO North America Corporation ("Panasonic") (together, the "Settling Defendants"). There are no remaining Defendants.
- The Court still has to decide whether to finally approve the Settlements with Settling Defendants. Payments will be made only (1) if the Court approves the Settlements and after any appeals are resolved, and (2) after the Court approves a Distribution Plan to distribute the Settlement Fund minus expenses, any Court-approved attorneys' fees, and service awards ("Net Settlement Funds") to Class Members.

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BASIC INFORMATION

1. What Is This Notice About?

This Notice is to inform you about Settlements reached in this case, before the Court decides whether to finally approve the Settlements with Settling Defendants. This Notice explains the lawsuit, the Settlements, and your legal rights. The Court is the United States District Court for the Northern District of California. This case is titled *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 cylindrical Li-Ion Cells for over ten years, resulting in overcharges to consumers and others who bought portable computers, camcorders, and power tools containing Li-Ion Cylindrical Batteries. 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 these 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 Are There Settlements?

The last four groups of Defendants have now agreed to settle the lawsuit – SDI, TOKIN, Toshiba, and Panasonic. Previously, notice was provided about settlements reached with LG Chem, Hitachi Maxell, NEC, and Sony. In paragraph 8, below, there is information about how to get benefits from the settlements.

4. What Are Li-Ion Cells, Li-Ion Packs, Li-Ion Batteries, Cylindrical Li-Ion Batteries, And Finished Products?

For purposes of the Settlements:

- "Lithium Ion Battery Cell(s)" or "Li-Ion Cells" means cylindrical, prismatic, or polymer cells used for the storage of power that is rechargeable and uses lithium ion technology.
- "Lithium Ion Battery Pack(s)" or "Li-Ion Packs" means Lithium Ion Battery Cells that have been assembled into packs, regardless of the number of Lithium Ion Cells contained in such packs.
- "Lithium Ion Battery" or "Li-Ion Battery" means a Lithium Ion Battery Cell or Lithium Ion Battery Pack.
- "Lithium Ion Cylindrical Battery" or "Li-Ion Cylindrical Battery" means a cylindrical-type Lithium Ion Battery Cell or cylindrical-type Lithium Ion Battery Pack.
- "Finished Product" means any product and/or electronic device that contains a Lithium Ion Battery, including but not limited to laptop PCs, notebook PCs, netbook computers, tablet computers, mobile phones, smart phones, cameras, camcorders, digital video cameras, digital audio players, and power tools.

5. 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. 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.

THE SETTLEMENTS

6. How Do I Know If I May Be Included In The Class Or If My Rights Are Affected?

The Class includes all persons and entities who, as United States residents, from January 1, 2000 to May 31, 2011, purchased new, for their own use and not for resale, one of the following products: (i) a portable computer; (ii) a power tool; (iii) a camcorder; or (iv) a replacement battery for any of these products. The product must have been purchased from someone other than the Li-Ion Battery manufacturer, such as a retail store.

The specific definition of who is included in the Class is set forth in the Settlement Agreements. The Settlement Agreements, and the related Complaints, are accessible on the website www.reversethecharge.com. Payments to Class Members may be made only: (1) if the Court approves the Settlements and after any appeals are resolved, and (2) pursuant to a Court-ordered settlement Distribution Plan that deducts expenses, attorneys' fees, and service awards. The Court will determine the amount, if any, that each Class Member will receive.

Even if you are not in the Settlement Class, your rights may be affected if you bought a Finished Product establishing your membership in the Sony Settlement Class, and did not exclude yourself from it. The Sony Settlement Class has more members than the present Settlement Class because it covers more devices, including cell phones. As explained below, the attorneys will now submit a claim for fees, part of which may be paid from the Sony settlement fund. If you are a member of the Sony Settlement Class you may object to that fee request just like members of the SDI, TOKIN, Toshiba and Panasonic Settlement Class.

7. What Do The Settlements Provide?

The total amount of the Settlement Funds from the SDI, TOKIN, Toshiba, and Panasonic Settlements is \$49 million. After deducting Court-approved attorneys' fees, service awards, notice and administration costs, and litigation expenses, the remaining Settlement Fund will be divided into two funds, a Repealer Fund and a Non-Repealer Fund. The Repealer Fund (90% of the remaining Settlement Fund) will be available for distribution to Class Members who are residents of the following Repealer States: Alabama, Arizona, Arkansas, California, District of Columbia, Florida, Hawaii, Illinois, Iowa,

Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin. All other states and/or jurisdictions are "Non-Repealer" States. The Non-Repealer Fund (10% of the remaining Settlement Fund) will be available for distribution to Class Members who are residents of Non-Repealer States. However, the plan for distributing the Settlement Funds is not final and may be changed by the Court after considering any and all objections by Class Members. If the Court determines that further changes to the allocation of the Settlement Funds between the Repealer and Non-Repealer Fund are appropriate, those changes will be posted on the settlement website (www.reversethecharge.com), which also provides more details about the Settlements).

HOW TO GET BENEFITS FROM THE SETTLEMENTS

8. How Much Money Can I Get And How Do I Make A Claim?

Money from all settlements in this case will be distributed together on a per-Class Member basis, but the amount you receive from each settlement will depend on a Court-approved plan of allocation.

SDI, TOKIN, Toshiba, and Panasonic Settlements: The claim form will allow Class Members to state the number of devices they had that are subject to the settlement. Every Class Member who files a valid claim against the Repealer or Non-Repealer fund will receive the same amount per device as other people who file claims with that fund. The amount available for distribution will be affected by any awards made by the Court against the funds for attorneys' fees, reimbursement of costs, or service awards for the Class representatives. How much each Class Member receives will also depend on the number of claims made from Repealer and Non-Repealer states and a balancing of the cost of distribution with the amount to be distributed to each Class Member.

Any remaining balance after the Settlement Funds are distributed will be redistributed to Class Members or, if redistribution is too costly compared with the amount of the remaining balance, such funds will escheat to federal or state governments. No money will return to the Settling Defendants once the Court finally approves the Settlements.

LG Chem, Hitachi Maxell, NEC, and Sony Settlements: Notice was provided about settlements reached with LG Chem, Hitachi Maxell, and NEC for \$44.95 million, and with Sony for \$19.5 million. Information about those settlements is available at www.reversethecharge.com. If you already made a claim on those settlements you do not need to make a new claim on the SDI, TOKIN, Toshiba, and Panasonic settlements. Your old claim will be automatically applied to the new settlements. If you have not yet made a claim on these settlements, you may do so now via the same process. These settlements do not differentiate between people who live in different states. Everyone who submits a valid claim will receive the same amount per device.

Although the Court granted final approval to these settlements with LG Chem, Hitachi Maxell, NEC, and Sony, approval of the settlements is currently being appealed, and claims cannot be paid until the appeals are resolved. If there is any balance remaining following distribution of the funds in those settlements to Class Members and money is not able to be reasonably redistributed to Class Members, remaining funds will escheat to federal or state governments. No money will return to the Settling Defendants once the Court finally approves the Settlements.

To make a claim and receive payment, you need to file a valid claim form online or by mail by July 19, 2019. **The simple claim form only takes 3-5 minutes for most individuals to complete.** Claims may be submitted online at www.reversethecharge.com or by mail to Lithium Batteries Indirect Purchaser Settlements, c/o Epiq, P.O. Box 10194, Dublin, OH 43017-3194. The same products are not covered by all of the settlements, so filling out the claim form as accurately and completely as possible helps ensure that you receive your correct share of the Settlements.

9. How And When Will I Get A Payment?

If final approval is granted to the Settlements with Settling Defendants, Class Members who have filed valid and timely claims will receive cash payments and may receive them distributed directly into an online account. Such accounts may include accounts with Amazon, PayPal, or Google Wallet, among others. If you are a Class Member with valid and timely claims and prefer to receive a physical check, please submit a written request by July 19, 2019 to Lithium Batteries Indirect Purchaser Settlements, c/o Epiq, P.O. Box 10194, Dublin, OH 43017-3194.

The timing of the distribution will be requested by Plaintiffs' lawyers and approved by the Court. It may not occur until the Settlements are final, and after resolution of any appeals. All Settlement Funds that remain after payment of the Court-ordered attorneys' fees, service awards, costs, and expenses will be distributed within 45 days of the final judgment (which includes resolution of any appeals), unless modified by the Court.

REMAINING IN THE CLASS

10. What Happens If I Remain In The Class?

To submit a claim you must remain in the class. In return for receiving monetary and/or nonmonetary benefits of the Settlement Agreements, you will give up your right to sue the Settling Defendants based on claims relating to the alleged conduct pertaining to any indirect purchase of cylindrical, prismatic, or polymer battery cells or packs (including cylindrical,

prismatic, or polymer battery cells or packs contained in finished products). You also will be bound by any decisions' by the Court relating to the Settlements. The Settlement Agreements describe the released claims in detail, so read them carefully because those releases will be binding. If you have any questions, you can talk with Class Counsel for free, or you can talk with your own lawyer (at your own expense). The Settlement Agreements are available at www.reversethecharge.com.

EXCLUDING YOURSELF FROM THE CLASS

11. 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, Indirect Purchaser Settlements. 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, Indirect Purchaser Settlements; and
- Your signature.

You must mail your exclusion request postmarked no later than May 28, 2019, to:

Lithium Batteries Indirect Purchaser Settlements
EXCLUSIONS
c/o Epiq
P.O. Box 10194
Dublin, OH 43017-3194

12. 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 case.

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

No. If you exclude yourself from the Settlement Class, you may not submit a claim and will not receive any money from the Settlements.

THE LAWYERS REPRESENTING YOU

14. 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:

Adam J. Zapala, Esq. Cotchett, Pitre & McCarthy, LLP 840 Malcolm Road, Suite 200 Burlingame, CA 94010 batteries@cpmlegal.com	Shana E. Scarlett, Esq. Hagens Berman Sobol Shapiro LLP 715 Hearst Avenue, Suite 202 Berkeley, CA 94710 batteries@hbsslw.com	Brendan P. Glackin, Esq. Lieff Cabraser Heimann & Bernstein, LLP 275 Battery Street, 29th Floor San Francisco, CA 94111 lithiumbatteries@lchb.com
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You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How Will The Lawyers And Class Representatives Be Paid?

At the Final Fairness Hearing, Class Counsel will ask the Court to 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 in the amount of \$34,035,000 (inclusive of \$4,495,000 already awarded by the Court) plus interest, which is 30% plus interest of the \$113.45 million aggregate amount from settlements with all defendants. Attorneys' fees will be awarded proportionally from the funds of each prior settlement, including the \$64.45 million in settlements (from Sony, LG Chem, Hitachi Maxell, and NEC) previously approved by the Court. Class Counsel will also request reimbursement of costs incurred through final approval, not to exceed \$6,850,000 (inclusive of the \$860,188.50 already awarded by the Court). Any payment to the attorneys requires Court approval, and the Court may award less than the requested amounts.

At the Final Fairness Hearing, Class Counsel will ask the Court to provide service awards to the Class representatives, in the amount of \$10,000 for each individual Class representative and \$25,000 for each governmental entity Class representative, for the work they have undertaken on behalf of the Class. Any service award requires Court approval, and the Court may award less than the requested amounts.

The attorneys' fees, costs, expenses, and service awards that the Court orders, plus the costs to administer the Settlements, will be paid from the Settlement Fund.

Class Counsel's motion for fees, costs, expenses, and service awards will be filed on or around April 23, 2019, and available at www.reversethecharge.com shortly thereafter. The motion will be posted on the website 35 days before the deadline for requests for exclusion or objections to the Settlements, and you will have an opportunity to comment on the motion. Any member of any of the settlement classes in this case may do so.

OBJECTING TO THE SETTLEMENTS

16. How Do I Object To Or Comment On The Settlements?

You can ask the Court to deny final approval of the Settlements with Settling Defendants by filing an objection. You can't ask the Court to change the Settlements; the Court can only approve or reject the Settlements. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. If you exclude yourself from the Class, you can't object to the Settlements.

Any objection to the proposed Settlements with Settling Defendants must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must:

- Specify your name, address, and telephone number;
- Clearly identify the case name, number, and settlement (*In re Lithium Ion Batteries Antitrust Litigation – All Indirect Purchaser Actions*, MDL No. 2420, Indirect Purchaser Settlements);
- Be submitted to the Court either by mailing it to the Clerk of the Court, United States District Court for the Northern District of California, 1301 Clay Street, Suite 400S, Oakland, CA 94612, or by filing them in person at any location of the United States District Court for the Northern District of California; and
- Be filed or postmarked on or before May 28, 2019.

17. What Is The Difference Between Excluding Myself From The Class And Objecting To The Settlements?

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

THE FINAL FAIRNESS HEARING

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

18. When And Where Will The Court Decide Whether To Approve The Settlements?

The Court will hold a Final Fairness Hearing at 2:00 p.m. on July 16, 2019, 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.reversethecharge.com, or call 1-888-418-5566 to confirm the date has not been changed. At this hearing, the Court will consider whether the Settlements are 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 or whether and how much to provide in service awards to Class representatives. At or after the hearing, the Court will decide whether to approve the Settlements.

19. 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.

20. May I Speak At The Hearing?

If you send an objection or comment on the Settlements, 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.

GET MORE INFORMATION

21. How Do I Get More Information?

This Notice summarizes the Settlements. More details are in the Settlement Agreements. You can get copies of the Settlement Agreements and more information about the Settlements at www.reversethecharge.com. You also may write with questions to Lithium Batteries Indirect Purchaser Settlements, c/o Epiq, P.O. Box 10194, Dublin, OH 43017-3194 or call the toll-free number 1-888-418-5566. You should also register at the website to be directly notified of the terms of the Distribution Plan of the Settlement Fund and other information concerning this case.

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

Dated: _____

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

EXHIBIT 10

LEGAL NOTICE

If You Bought Electronics Such as a Portable Computer, Power Tool, Camcorder and/or Other Items Containing a Lithium Ion Cylindrical Battery Since 2000 You Could Get Money From More Than \$113 Million in Settlements

**Claims can be filed online at ReverseTheCharge.com
Filing a claim only takes a few minutes**

Samsung SDI Co., Ltd. and Samsung SDI America, Inc. ("SDI"); TOKIN Corporation ("TOKIN"); Toshiba Corporation ("Toshiba"); and Panasonic Corporation of North America, SANYO Electric Co., Ltd., and SANYO North America Corporation ("Panasonic") (together, the "Settling Defendants") have agreed to \$49 million in settlements resolving claims that they allegedly fixed the price of cylindrical Lithium-Ion Batteries, causing individuals and businesses to pay more for products like portable computers, power tools, camcorders or replacement batteries for any of these products. Other Defendants in this case have also settled, and the Court has granted final approval for those settlements. The total amount of all settlements is over \$113 million. A more detailed notice, which includes additional information about the settlements, is available at www.reversethecharge.com.

Am I Included?

You may be included in the Class if, as a resident of the United States and during the period from January 1, 2000 through May 31, 2011, you purchased new, for your own use and not for resale, one of the following products: (i) a portable computer; (ii) a power tool; (iii) a camcorder; or (iv) a replacement battery for any of these products. The product must have been purchased from someone other than the Lithium-Ion Battery manufacturer, such as a retail store.

What Do The Settlements Provide?

The SDI, TOKIN, Toshiba, and Panasonic Settlements provide for the payment of \$49 million to the Class. Previously, the Court approved settlements with other defendant companies for a total of \$64.45 million.

After deducting Court-approved attorneys' fees, service awards, notice and administration costs, and litigation expenses, the remaining Settlement Fund from the Settling Defendants will be divided into two funds, a Repealer Fund and a Non-Repealer Fund. The Repealer Fund (90% of the remaining Settlement Fund) will be available for distribution to Class Members who are residents of the following "Repealer" States: Alabama, Arizona, Arkansas, California, District of Columbia, Florida, Hawaii, Illinois, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin. All other states and/or jurisdictions are "Non-Repealer" States. The Non-Repealer Fund (10% of the remaining Settlement Fund) will be available for distribution to Class Members who are residents of Non-Repealer States. However, the plan for distributing the Settlement Funds is not final and may be changed by the Court after considering any and all objections by class members. If the Court determines that further changes to the allocation of the Settlement Funds between the Repealer and Non-Repealer Fund are appropriate, those changes will be posted on the settlement website.

How Can I Get A Payment And How Much Will I Receive?

Money from all settlements in this case will be distributed together on a per-Class Member basis, but the amount you receive from each settlement will depend on a Court-approved plan of allocation. To make a claim and receive payment, you need to file a valid claim form online or by mail by July 19, 2019. **The simple claim form only takes 3-5 minutes for most individuals to complete.** Claims may be submitted online at www.reversethecharge.com or by mail to Lithium Batteries Indirect Purchaser Settlements, c/o Epiq, P.O. Box 10194, Dublin, OH 43017-3194. The same products are not covered by

all of the settlements, so filling out the claim form as accurately and completely as possible helps ensure that you receive your correct share of the settlements.

What Are My Rights?

Even if you do nothing, you will be bound by the Court's decisions concerning these settlements. To keep your rights to sue the Settling Defendants regarding Lithium Ion Batteries, you must exclude yourself from the Class in writing by **May 28, 2019**. If you stay in the Class, you may object to the settlements with Settling Defendants in writing by **May 28, 2019**. The settlements, along with details on how to exclude yourself from or object to settlements with Settling Defendants, are available at www.reversethecharge.com.

The Court will hold a Final Fairness Hearing at 2:00 p.m. on July 16, 2019, at the United States Courthouse, 1301 Clay Street, Courtroom 1, 4th Floor, Oakland, CA 94612, to consider whether to approve the settlements with Settling Defendants. Class Counsel will also request at the hearing attorneys' fees of up to 30% plus interest of the total settlement funds (inclusive of all settlements to date), plus reimbursement of costs and expenses, for investigating the facts, litigating the case, and negotiating the settlements. Class Counsel also will request service awards for Class representatives, in the amount of \$10,000 for each individual Class representative and \$25,000 for each governmental entity Class representative, for the work they have undertaken on behalf of the Class. You or your own attorney may appear and speak at the hearing to comment on the settlements with Settling Defendants and/or on any request for attorneys' fees, service awards for Class representatives, or reimbursement of costs and expenses at your own expense, but you are not required to appear. 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. Please do not contact the Court about this case.

EXHIBIT 11

Lithium Batteries Indirect Purchaser Settlements



**Must be
Postmarked
No Later Than
July 19, 2019**

c/o Epiq
PO Box 10194
Dublin, OH 43017-3194



<<MD Package>>



<<name_addr_1>>
<<name_addr_2>>
<<name_addr_3>>
<<name_addr_4>>
<<name_addr_5>>

Claim Number:

Control Number:

Bought a Portable Computer, Mobile or Smart Phone, Power Tool, Camera, Camcorder, Digital Audio Player, or Replacement Battery?

In re Lithium Ion Batteries Antitrust Litigation – All Indirect Purchaser Actions

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
Case No. 13-MD-02420 YGR (DMR), MDL No. 2420

CLAIM FORM

Must be Submitted Online or Postmarked No Later Than July 19, 2019.

GENERAL INSTRUCTIONS

To receive a settlement payment, you must accurately complete this Claim Form and submit it by July 19, 2019. Claim Forms may be submitted online at www.reversethecharge.com or mailed to the Claims Administrator at Lithium Batteries Indirect Purchaser Settlements, c/o Epiq, PO Box 10194 Dublin, OH 43017-3194. Go to www.reversethecharge.com to learn more about the settlements, your rights, and how claims will be calculated and paid.

This Claim Form should be submitted only if, as a resident of the United States and during the period from January 1, 2000 through May 31, 2011, you purchased new for your own use and not for resale one of the following products which contained a lithium-ion battery: laptop PCs; notebook PCs; netbook computers; tablet computers; mobile phones; smart phones; cameras; camcorders; digital video cameras; digital audio players; power tools; or a replacement battery for any of these products. The product must have been purchased from someone other than the manufacturer, such as a retail store.

You do not need to submit proof of your purchase(s) with your Claim Form. For questions about completing or submitting your claim, call the Claims Administrator at (888) 418-5566.



PART 1: CLAIMANT INFORMATION

Please fill in the appropriate circle to indicate whether you are an Individual or a Business

First Name: _____ M.I.: _____ Last Name: _____

Business Name: _____

Person To Contact If There Are Questions Regarding This Claim: _____

Primary Address: _____

Primary Address Continued: _____

City: _____ State: _____ Zip: _____

Foreign Province: _____ Foreign Postal Code: _____ Foreign Country Name/Abbreviation: _____

Email Address: _____

For Businesses Only:

Businesses must provide the following:

Taxpayer Identification Number: _____

Select the Employee Size of Business: 1-10 11-50 50 plus



PART 2: PURCHASE INFORMATION

For questions about completing or submitting your claim, call the Claims Administrator at 1 (888) 418-5566.

Provide the total number of products containing a lithium-ion battery or a replacement battery for one of those products purchased between January 1, 2000 and May 31, 2011. For example, if you bought 3 laptop PCs, write "3" in the corresponding space.

Product Type	Number Purchased	State of Residence at Time of Purchase
Laptop PC (or replacement battery for Laptop PC)		
Notebook PC (or replacement battery for Notebook PC)		
Netbook Computer (or replacement battery for Netbook Computer)		
Tablet Computer (or replacement battery for Tablet Computer)		
Mobile Phone (or replacement battery for Mobile Phone)		
Smart Phone (or replacement battery for Smart Phone)		
Camera (or replacement battery for Camera)		
Camcorder (or replacement battery for Camcorder)		
Digital Video Camera (or replacement battery for Digital Video Camera)		
Digital Audio Player (or replacement battery for Digital Audio Player)		
Power Tool (or replacement battery for Power Tool)		

PART 3: SIGN AND DATE CLAIM FORM

By signing below, I (we) affirm that the information provided in this Claim Form is true and correct.

Signature _____

Dated _____

Print Name _____

Title (if you are filling out this form for a business) _____

REMINDER LIST

Please make sure that you:

1. Sign and date the Claim Form;
2. Keep a copy of the completed Claim Form for your records;
3. Retain your proof of purchase documentation until your claim is closed. You will be notified if you are required to provide this Documentation; and
4. Submit your Claim Form no later than July 19, 2019, online at www.reversethecharge.com or by mail to Lithium Batteries Indirect Purchaser Settlements, c/o Epiq, PO Box 10194, Dublin, OH 43017-3194. If you desire an acknowledgment of receipt of your claim form please send it Certified Mail, Return Receipt Requested.

Claim Forms must be electronically submitted no later than July 19, 2019
or postmarked no later than July 19, 2019.

Questions? Visit www.reversethecharge.com or call, toll-free, 1 (888) 418-5566