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12 **UNITED STATES DISTRICT COURT**  
13 **NORTHERN DISTRICT OF CALIFORNIA**  
14 **OAKLAND DIVISION**

15 IN RE: CATHODE RAY TUBE (CRT)  
16 ANTITRUST LITIGATION

17 Master File No. 4:07-cv-05944-JST  
18 Case No. 4:17-cv-04067-JST

19 MDL No. 1917

20 This Document Relates to:  
21 *Luscher, et al. v. Mitsubishi Electric Corp.,*  
22 No. 4:17-cv-04067-JST

23 **INDIRECT PURCHASER PLAINTIFFS’**  
24 **NOTICE OF MOTION AND MOTION FOR**  
25 **PRELIMINARY APPROVAL OF CLASS**  
26 **ACTION SETTLEMENT WITH**  
27 **DEFENDANT MITSUBISHI ELECTRIC**  
28 **CORPORATION; MEMORANDUM OF**  
**POINTS AND AUTHORITIES IN SUPPORT**  
**THEREOF**

Hearing Date: December 1, 2022  
Time: 2:00 p.m.  
Courtroom: 5, 2nd Floor  
Judge: Honorable Jon S. Tigar

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**NOTICE OF MOTION AND MOTION**

**TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

PLEASE TAKE NOTICE that, on December 1, 2022 at 2:00 p.m., before the Honorable Jon S. Tigar, United States District Court for the Northern District of California, 1301 Clay Street, Oakland, California, Courtroom 6, 2nd Floor, San Francisco, California, the Indirect Purchaser Plaintiffs (“IPPs”) will move the Court, pursuant to Federal Rule of Civil Procedure 23(e), for entry of an Order:

1. Finding that the Court will likely be able to approve the proposed class action settlement (“Proposed Settlement”) with Defendant Mitsubishi Electric Corporation (“Mitsubishi Electric”);
2. Finding that the Court will likely be able to certify the Proposed Settlement Class;
3. Finding that the Court will likely be able to approve the proposed plan of distribution;
4. Approving the proposed notice plan and the claim form, directing notice of the Proposed Settlement to the Proposed Settlement Class, and providing Class Members with an opportunity to opt out of or object to the Proposed Settlement;
5. Appointing plaintiffs Brian Luscher, Simon Lee, Jeffrey Figone, Steven Ganz, Lawyer’s Choice Suites, Inc., David Rooks, Sandra Riebow, Travis Burau, Southern Office Supply, Inc., Kerry Lee Hall, Patrick Carleo, Jr., Lisa Reynolds, David Norby, Barry Kushner, Suzanne Cotter, Kathryn Gumm, Richard Jones, Steven Fink, Gregory Painter, John Murphy, Mary Ann Stephenson, Janet Ackerman, Louise Wood, Patricia Andrews, Gary Hanson, Angela Gardinier, Christine Longo, Chris Carrington, Donna Marie Ellingson, Alexander M. Nicholson, Jr., Richard Shew, Margaret Slagle, John Larch, and Brigid Terry (the “Named Plaintiffs”) as representatives for the Proposed Settlement Class for purposes of disseminating notice;
6. Appointing Trump, Alioto, Trump & Prescott, LLP as Settlement Class Counsel;
7. Authorizing retention of The Notice Company as the notice and claims administrator; and

1 8. Scheduling a hearing to determine whether the Proposed Settlement is fair, reasonable and  
2 adequate under Fed. R. Civ. P. 23(e)(2) and whether the Settlement Class should be certified.

3 This motion is brought pursuant to Fed. R. Civ. P. 23(e). The grounds for this motion are that  
4 the Proposed Settlement is within the range of reasonableness to justify issuing notice of the Proposed  
5 Settlement to Class Members and to schedule final approval proceedings, and the Proposed Settlement  
6 Class satisfies the certification requirements for such class action settlements.

7 This motion is based on this Notice of Motion and Motion, the supporting Memorandum of  
8 Points and Authorities, the accompanying Declarations of Mario N. Alioto and Joseph Fisher in  
9 support of the Motion, any further papers filed in support of this Motion, the argument of counsel, and  
10 all pleadings and records on file in this matter.

11  
12 Dated: August 18, 2022

Respectfully submitted,

13 /s/ Mario N. Alioto

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19 *Lead Counsel for the Indirect Purchaser  
Plaintiffs*

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Pursuant to Fed. R. Civ. P. 23(e), the Indirect Purchaser Plaintiffs (“IPPs”) move for an order  
4 finding that the Court will likely approve the proposed class action settlement (the “Proposed  
5 Settlement”) with Defendant Mitsubishi Electric Corporation (“Mitsubishi Electric”) and approving  
6 their proposed notice program. *See* Declaration of Mario N. Alioto In Support of Motion for  
7 Preliminary Approval of Class Action Settlement with Mitsubishi Electric Corporation (“Alioto  
8 Decl.”), ¶ 2, Ex. A (Settlement Agreement) filed herewith.

9 The Proposed Settlement resolves all IPP claims against Mitsubishi Electric and obligates  
10 Mitsubishi Electric to pay Thirty Three Million Dollars cash (\$33,000,000—the “Settlement  
11 Amount”) in return for IPPs’ releases of their claims against Mitsubishi Electric.<sup>1</sup> If approved, this  
12 Proposed Settlement—along with the nine previously approved settlements<sup>2</sup>—will result in total  
13 settlement payments of Five Hundred Eighty Million Seven Hundred Fifty Thousand Dollars  
14 (\$580,750,000) to indirect purchasers of Cathode Ray Tubes (“CRTs”) and products containing CRTs,  
15 such as televisions and computer monitors ( “CRT Products”).

16 The Proposed Settlement is contingent upon this Court’s certification of a proposed settlement  
17 class consisting of statewide classes for 31 “Indirect Purchaser Jurisdictions” (collectively the  
18 “Proposed Settlement Class”).<sup>3</sup> These classes include indirect purchasers of CRTs and CRT Products,  
19

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20 <sup>1</sup> The \$33,000,000 Settlement Amount, plus interest, is referred to as the “Settlement Fund.” Pursuant  
21 to the parties’ agreement, this amount has already been paid into escrow and has been accruing interest  
22 for the benefit of Class members. Alioto Decl. ¶ 3.

23 <sup>2</sup> The Court granted final approval to settlements with Chunghwa Picture Tubes Ltd. (“Chunghwa”) on March 22, 2012 (ECF No. 1105) and the LG Electronics Defendants on April 18, 2014 (ECF No. 2542); and, the Amended Settlements with the Philips, Panasonic, Hitachi, Toshiba, Samsung SDI, Thomson and TDA Defendants on July 13, 2020 (ECF No. 5786). All nine settlements are collectively referred to as the “Prior Settlements.” All defendants are collectively referred to as “Defendants.”

24 <sup>3</sup> “Indirect Purchaser Jurisdictions,” as defined in Paragraph 5 of the Settlement Agreement, means:  
25 Arizona, Arkansas, California, District of Columbia, Florida, Hawaii, Iowa, Kansas, Maine,  
26 Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New  
27 Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South  
28 Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin.

1 who or which seek money damages under the laws of 30 states and the District of Columbia. Alioto  
2 Decl., Ex. A ¶¶ 5, 10. Each of the 31 statewide classes is the same in substance as the 22 statewide  
3 settlement classes certified by the Court on July 13, 2020. *See* ECF No. 5786. Each is also the same  
4 in substance as the 22 statewide litigation classes certified in 2013. *See* ECF No. 1950. The Proposed  
5 Settlement, however, also settles claims based on purchases in nine additional states.<sup>4</sup>

6 Under Fed. R. Civ. P. 23(e), the Court must consider whether it will likely be able to (1)  
7 approve the Proposed Settlement, and (2) certify the class for purposes of settlement, such that notice  
8 of the settlement to potential class members and scheduling final approval proceedings is warranted.  
9 The Proposed Settlement easily meets the standards for preliminary approval. The parties reached the  
10 Proposed Settlement after extensive investigation and discovery into their claims and defenses, and  
11 extensive arm’s-length negotiations between experienced and informed counsel under the supervision  
12 of then-Magistrate Judge Jacqueline Scott Corley (“Judge Corley”).

13 IPPs propose to compensate members of the Proposed Settlement Class according to the same  
14 plan of distribution that this Court approved in connection with the Prior Settlements. Under this plan,  
15 all class members are eligible to receive a distribution from the Settlement Fund based on the number  
16 and type of CRTs or CRT Products purchased.

17 IPPs have again retained Joseph Fisher of The Notice Company, who also designed the notice  
18 programs approved by the Court for the Prior Settlements, to design the notice program for this  
19 Proposed Settlement. *See* Declaration of Joseph Fisher Re: Mitsubishi Electric Notice Program  
20 (“Fisher Decl.”) at ¶ 3. The proposed notice program is a robust, multifaceted program that delivers  
21 plain and easily understood information about the Proposed Settlement. It includes direct mail and  
22 email notice, as well as published notice in print publications, on television, and an extensive online,  
23 digital notice campaign. *Id.* ¶¶ 8-30. The proposed notice program is designed to provide the best  
24 notice practicable under the circumstances and comports with the requirements of due process and  
25 Rule 23. *Id.* at ¶ 31, 33.

26  
27 <sup>4</sup> The nine additional states are: Arkansas, Massachusetts, Missouri, Montana, New Hampshire,  
28 Oregon, Rhode Island, South Carolina, and Utah.

1 For these reasons, the Proposed Settlement meets all requirements for preliminary approval,  
 2 and the IPPs respectfully request that the Court enter an order: (1) finding that it will likely be able to  
 3 certify the Proposed Settlement Class; (2) finding that it will likely be able to approve the Proposed  
 4 Settlement; (3) finding that it will likely approve the proposed plan of distribution; (4) approving the  
 5 notice program and the proposed claim form as complying with due process and Rule 23, and ordering  
 6 notice be disseminated to the Class; (5) appointing Trump, Alioto, Trump & Prescott, LLP as  
 7 Settlement Class Counsel; and (6) setting a schedule for a final approval hearing.<sup>5</sup>

## 8 **II. FACTUAL AND PROCEDURAL BACKGROUND**

9 This Court has found that IPPs’ action against Mitsubishi Electric relates to the above-  
 10 captioned *CRT* multidistrict litigation (the “MDL”), which has been pending since late 2007. ECF No.  
 11 5178. This action and the other MDL actions assert similar allegations of an international conspiracy  
 12 to fix the prices of CRTs from March 1, 1995 through November 25, 2007.

13 Mitsubishi Electric was not named as a defendant in any of the original complaints  
 14 consolidated in the MDL, or in IPPs’ first three consolidated amended complaints (“CACs”). ECF  
 15 Nos. 437, 716, 827. Mitsubishi Electric had a small CRT market share and it was not a named target  
 16 of the DOJ’s investigation into the CRT market, or of any foreign government’s investigation into the  
 17 alleged CRT conspiracy. Alioto Decl. ¶ 4. In addition, Chunghwa, the DOJ’s amnesty applicant with  
 18 which IPPs settled in April 2009—and which provided IPPs with cooperation, including an oral proffer  
 19 regarding the CRT conspiracy—did not implicate Mitsubishi Electric. *Id.*

20 As the litigation proceeded, however, IPPs continued to investigate Mitsubishi Electric’s  
 21 involvement in the CRT conspiracy and entered into a tolling agreement with Mitsubishi Electric in  
 22 early November 2011. Pursuant to the tolling agreement, Mitsubishi Electric produced its CRT and  
 23 CRT Product sales data to IPPs. *Id.* ¶ 5. IPPs’ Fourth CAC, filed on January 10, 2013, named  
 24 Mitsubishi Electric as a co-conspirator. ECF No. 1526.

25 In order to hold the other Defendants jointly and severally liable for the damages caused by  
 26  
 27

28 <sup>5</sup> A Proposed Order granting preliminary approval is submitted herewith.



1 Mitsubishi Electric, IPPs had to prove its participation in the CRT conspiracy. Alioto Decl. ¶ 6. As  
 2 part of IPPs’ motion for class certification in the litigation against the other Defendants, IPPs’ expert,  
 3 Dr. Netz, included Mitsubishi Electric’s CRT sales data in her analyses of pass-through and damages  
 4 to the indirect purchaser classes. ECF No. 1388. Class Counsel also analyzed evidence of Mitsubishi  
 5 Electric’s participation in the CRT conspiracy. Alioto Decl. ¶ 7. Following multiple rounds of briefing,  
 6 this Court adopted the Reports and Recommendations of Interim Special Master Martin Quinn<sup>6</sup> and  
 7 certified 22 statewide litigation classes of indirect purchasers of CRTs. *In Re CRT*, 2013 WL 5391159  
 8 (N.D. Cal. Sept. 23, 2013). The Ninth Circuit Court of Appeals denied the Defendants’ petition to  
 9 appeal pursuant to Fed. R. Civ. P. 23(f). ECF No. 2283; Alioto Decl. ¶ 7.

10 In late 2013 and 2014, several direct action (opt-out direct purchaser) plaintiffs (“DAPs”) and  
 11 the direct purchaser plaintiffs (“DPPs”) filed suit against Mitsubishi Electric and certain subsidiaries.<sup>7</sup>  
 12 The Court granted in part and denied in part Mitsubishi Electric’s motion to dismiss various DAP  
 13 complaints. ECF No. 2439. Mitsubishi Electric and its subsidiaries became parties to the *CRT* MDL,  
 14 and IPPs received the documents and data they produced. Alioto Decl. ¶ 8. The DAPs and DPPs also  
 15 deposed several Mitsubishi Electric witnesses. IPP Counsel assisted in preparing for many of these  
 16 depositions, and attended the depositions and/or reviewed the transcripts. *Id.* ¶ 9.

17 In 2014 and early 2015, IPPs and certain DAPs were preparing for trial, originally scheduled  
 18 to begin on March 9, 2015.<sup>8</sup> From April through September 2014, the parties exchanged expert reports  
 19 on liability and damages. These included opening, opposition, rebuttal and sur-rebuttal reports from  
 20 17 expert witnesses—including Mitsubishi Electric’s expert. All of these experts were deposed, often  
 21 multiple times, regarding their reports. As noted, Dr. Netz included Mitsubishi Electric CRT data and  
 22 documents in her analyses of pass-through and damages to the indirect purchaser classes. Alioto Decl.

23  
 24 \_\_\_\_\_  
 25 <sup>6</sup> *In re Cathode Ray Tube (CRT) Antitrust Litig.*, No. 07-cv-5944-JST, MDL No. 1917, 2013 WL  
 5429718 (N.D. Cal. June 20, 2013).

26 <sup>7</sup> *See, e.g., Interbond Corporation of America v. Technicolor SA (f/k/a Thomson SA), et al.*, Case No.  
 27 13-cv-05727-JST; *Crago, d/b/a Dash Computers, Inc., et al. v. Mitsubishi Electric Corp., et al.*, Case  
 No. 14-cv-02058-JST.

28 <sup>8</sup> By Order dated February 9, 2015, the Court vacated the trial date (ECF No. 3515).

1 ¶ 10.

2 On November 7, 2014, the Defendants (including Mitsubishi Electric and its subsidiaries) filed  
3 36 motions for summary judgment. ECF No. 4071-1, Ex. 11 (list of summary judgment motions).  
4 Eleven of these were directed specifically against IPPs' claims. Mitsubishi Electric and its subsidiaries  
5 also moved for summary judgment on the DAPs' claims. ECF Nos. 3033-4, 3037. Around the same  
6 time, the parties exchanged trial exhibit lists, witness lists, deposition designations, jury instructions,  
7 and special verdict forms, and filed 64 motions *in limine* and other pretrial motions. Alioto Decl. ¶  
8 11.<sup>9</sup> In compiling the trial exhibits and designating deposition testimony, IPP Counsel assessed the  
9 evidence of Mitsubishi Electric's participation in the CRT conspiracy and prepared a trial  
10 memorandum detailing the evidence against Mitsubishi Electric. IPP Counsel also participated in  
11 mock trials during which evidence of Mitsubishi Electric's participation in the CRT conspiracy was  
12 presented to mock juries. *Id.* ¶ 12.

13 In early 2015, after the summary judgment motions were fully briefed, IPPs entered into their  
14 original settlements with the Philips, Panasonic, Hitachi, Toshiba, and Samsung SDI Defendants.  
15 Consequently, these defendants withdrew their summary judgment motions, motions *in limine*, and  
16 other pretrial motions relating to the IPP case pending final approval of their settlements. IPPs also  
17 entered into settlements with the Thomson/Technicolor defendants in June 2015. These original  
18 settlements were approved on July 7, 2016 (ECF No. 4712). Alioto Decl. ¶ 13.<sup>10</sup>

19 After approval of IPPs' settlements, the Court ruled on many of the Defendants' summary  
20 judgment motions as they related to the DAPs' claims against Defendants. The Court granted two  
21 Mitsubishi Electric subsidiaries' motion (ECF No. 4559), but denied Mitsubishi Electric's motion for  
22 summary judgment (ECF No. 5128). Alioto Decl. ¶ 14.

23  
24 \_\_\_\_\_  
25 <sup>9</sup> IPPs incorporate by reference the description of the indirect purchaser litigation and the work  
performed by IPP Counsel contained in the Declaration of Mario N. Alioto in Support of IPPs'  
Motion for Attorneys' Fees and Reimbursement of Litigation Expenses, ECF No. 4071-1.

26 <sup>10</sup> On July 13, 2020, the Court finally approved IPPs' amended settlements with the Philips, Panasonic,  
27 Hitachi, Toshiba, Samsung SDI, Thomson and TDA Defendants. *See* ECF No. 5786 ("Final Approval  
28 Order"). On June 13, 2022, the United States Supreme Court denied objectors' Petition for Certiorari.  
ECF No. 6023.

1           IPPs filed their complaint against Mitsubishi Electric on July 20, 2017 alleging claims on  
2 behalf of 30 states plus the District of Columbia. *Id.* ¶ 15. With the assistance of Judge Corley, the  
3 IPPs and Mitsubishi Electric reached a settlement, and they executed their settlement agreement on  
4 October 25, 2017. *Id.* ¶ 16.

5           On February 6, 2020, pursuant to stipulated order (ECF No. 5679), IPPs filed their First  
6 Amended Complaint against Mitsubishi Electric. ECF No. 5687. The First Amended Complaint  
7 substituted new named plaintiffs for the States of Hawaii, New Mexico, and New Hampshire, and  
8 conformed the class definition to the Settlement Class definition agreed to by IPPs and Mitsubishi  
9 Electric Corp. in their settlement agreement. *See* ECF No. 5679. Alioto Decl. ¶ 18.<sup>11</sup>

### 10 **III. SUMMARY OF SETTLEMENT TERMS**

#### 11 **A. The Proposed Settlement**

12           The Proposed Settlement resolves all claims by IPPs against Mitsubishi Electric for its alleged  
13 part in the alleged global conspiracy to fix prices of CRTs. Alioto Decl. ¶ 20.

14           The Proposed Settlement Class is limited to the thirty-one jurisdictions that the parties have  
15 identified as “Indirect Purchaser Jurisdictions.” *See* n. 3, *supra* (listing the 31 jurisdictions). The  
16 named plaintiffs include at least one representative from each of the Indirect Purchaser Jurisdictions.  
17 Alioto Decl. ¶ 21. The Proposed Settlement Class is defined to conform to the requirements of the  
18 applicable state laws. The Proposed Settlement Class is defined as follows:

19           (a) All persons or entities who or which indirectly purchased in an Indirect  
20 Purchaser Jurisdiction, other than Missouri, Montana, and Rhode Island, for their own use  
21 and not for resale, CRTs or CRT Products manufactured and/or sold by any Mitsubishi  
22 Electric Releasee, or any Alleged Co-Conspirator, where such purchase took place during the  
23 following time periods:

24  
25  
26  
27 <sup>11</sup> IPPs and Mitsubishi Electric deferred renewing the motion for approval of this Settlement until the  
28 Prior Settlements were final because that finality resolved issues relating to this Settlement. Alioto  
Decl. ¶ 19.

1                   1)       From March 1, 1995 through November 25, 2007 for purchases in  
2                   Arizona, Arkansas, California, District of Columbia, Florida, Iowa, Kansas, Maine,  
3                   Massachusetts, Michigan, Minnesota, Mississippi, New Hampshire, New Mexico,  
4                   New York, North Carolina, North Dakota, Oregon, South Carolina, South Dakota,  
5                   Tennessee, Utah, Vermont, West Virginia, and Wisconsin;

6                   2)       From June 25, 2002 through November 25, 2007 for purchases in  
7                   Hawaii;

8                   3)       From July 20, 2002 through November 25, 2007 for purchases in  
9                   Nebraska;

10                  4)       From February 4, 1999 through November 25, 2007 for purchases in  
11                  Nevada;

12                  (b)     All persons who or which indirectly purchased in Missouri from March 1,  
13                  1995 through November 25, 2007, for their own use and not for resale, and primarily for  
14                  personal, family or household purposes, CRTs or CRT Products manufactured and/or sold by  
15                  any Mitsubishi Electric Releasee, or any Alleged Co-Conspirator;

16                  (c)     All persons who or which indirectly purchased in Montana from March 1,  
17                  1995 through November 25, 2007, for their own use and not for resale, and primarily for  
18                  personal, family or household purposes, CRTs or CRT Products manufactured and/or sold by  
19                  any Mitsubishi Electric Releasee, or any Alleged Co-Conspirator;

20                  (d)     All natural persons who indirectly purchased in Rhode Island from March 1,  
21                  1995 through November 25, 2007, for their own use and not for resale, and primarily for  
22                  personal, family, or household purposes, CRTs or CRT Products manufactured and/or sold by  
23                  any Mitsubishi Electric Releasee, or any Alleged Co-Conspirator;

24                  (e)     Specifically excluded from the Settlement Class are Mitsubishi Electric  
25                  Releasees, Alleged Co-Conspirators, any federal, state or local government entities, and any  
26                  judicial officer presiding over this action and the members of his/her immediate family and  
27                  judicial staff.

1 Alioto Decl. ¶ 22 & Ex. A, Settlement Agreement ¶ 10 (as amended by Addendum).<sup>12</sup>

2 The Proposed Settlement Class is the same in substance to the settlement class this Court  
 3 approved on July 13, 2020. ECF No. 5786. It is also the same in substance to the 22 statewide  
 4 classes certified during the litigation. *See CRT*, 2013 WL 5391159 (N.D. Cal. Sept. 23, 2013). The  
 5 only difference is that this Proposed Settlement Class includes individuals and businesses who  
 6 purchased CRT Products in nine additional state classes that were not included in the Prior  
 7 Settlement class and were not previously eligible to file claims in the Prior Settlements. The nine  
 8 states are included in the Mitsubishi Electric Settlement Class because (1) IPPs entered into a tolling  
 9 agreement with Mitsubishi Electric that tolled the statute of limitations on all class member claims,  
 10 and (2) viable plaintiffs were willing to represent these additional state classes. Alioto Decl. ¶ 24.  
 11 Thus, the Court’s prior analysis of Rule 23’s requirements for class certification should apply  
 12 equally to the Proposed Settlement Class here.

13 **B. Settlement Discussions**

14 The settlement negotiations with Mitsubishi Electric were hard-fought and highly adversarial.  
 15 The settlement was reached only after extensive investigation and discovery into the parties’ claims  
 16 and defenses, and arm’s-length negotiations between counsel for Mitsubishi Electric and IPPs. These  
 17 negotiations took place over many months. They involved multiple telephone conferences, an in-  
 18 person meeting attended by counsel for all parties and representatives of Mitsubishi Electric from the  
 19 United States and Japan, and an in-person mediation before Judge Corley. The final settlement was

20  
 21 \_\_\_\_\_  
 22 <sup>12</sup> *See* Addendum to Settlement Agreement, Alioto Decl. Ex. A. The amended settlement class  
 23 definition is consistent with the consumer protection statutes in Missouri, Montana, and Rhode Island,  
 24 which require that the product at issue must have been purchased “primarily for personal, family, or  
 25 household purposes.” Mo. Rev. Stat. §407.025; MCA §30-14-102, §30-14-133; R.I. Gen. Stat. §6-  
 26 13.1-5.2. *See also In re Dynamic Random Access Memory (DRAM) Antitrust Litig.*, 516 F. Supp. 2d  
 27 1072, 1116 (N.D. Cal. 2007) (citing *ERI Max Entertainment, Inc. v. Streisand*, 690 A.2d 1351, 1354  
 28 (R.I. 1997)) (“the Rhode Island Supreme Court has construed the UTPCPA to require that only natural  
 persons are permitted to bring private rights of action under the statute, which natural persons must  
 have ‘purchase[d] or lease[d] goods or services primarily for personal, family, or household  
 purposes.’”). The amendments are also consistent with the allegations of the original Complaint (17-  
 cv-04067-JST, ECF No. 1), ¶¶ 277-278, 285. Alioto Decl. ¶ 23.

1 the product of this mediation before Judge Corley. *Id.* ¶ 25. The parties initially executed the  
2 Settlement Agreement on October 25, 2017. *Id.* ¶ 16. They later modified the settlement class to  
3 describe the state classes more accurately, as described in n. 12, *supra*.

4 **C. Consideration**

5 **1. Cash**

6 Under the Proposed Settlement, Mitsubishi Electric has paid Thirty-Three Million Dollars  
7 (\$33,000,000) in cash (the Settlement Amount) to settle all indirect purchaser claims against the  
8 Mitsubishi Electric Releasees (defined in the Settlement Agreement). The Settlement Amount has  
9 been deposited into an escrow account and has been invested in United States Treasury bills and other  
10 instruments insured or guaranteed by the full faith and credit of the United States. If the Proposed  
11 Settlement is finally approved, any interest earned thereon (together with the Settlement Amount, net  
12 of taxes and escrow expenses) will become part of the Settlement Fund. Alioto Decl. ¶ 26, Ex. A ¶¶  
13 25-26.

14 **2. Cooperation**

15 In addition to monetary consideration, the Proposed Settlement contains cooperation  
16 provisions requiring Mitsubishi Electric to authenticate documents and data used in the prosecution of  
17 any continuing litigation. Alioto Decl., Ex. A ¶ 31. The cooperation provisions are material and  
18 valuable terms of the Settlement, which could be triggered in the continued litigation against the Irico  
19 defendants. Alioto Decl. ¶ 27.

20 **D. Release**

21 If the Proposed Settlement becomes final, IPPs and class members will release all federal and  
22 state-law claims against Mitsubishi Electric “concerning the manufacture, supply, distribution, sales  
23 or pricing of CRTs or CRT Products . . . .” The release does not include claims for product defect,  
24 personal injury or breach of contract not related to the subject matter of the Complaint. In addition,  
25 the Proposed Settlement does not release claims arising under the laws of any jurisdiction not included  
26 in the Indirect Purchaser Jurisdictions. Alioto Decl. ¶ 28, Ex. A ¶¶ 22-23.

1 **IV. ARGUMENT**

2 **A. Legal Standards**

3 Rule 23(e) was amended in December 2018 to codify the factors to consider for approval of a  
4 class action settlement. The Rule instructs a court to determine initially whether “it will likely be able  
5 to” (i) approve the settlement as fair, reasonable and adequate; and (ii) “certify the class for purposes  
6 of judgment on the proposal.” Fed. R. Civ. P. 23(e)(1)(B). Then, after potential class members are  
7 given notice and an opportunity to object to the settlement or opt out of its coverage, the court must  
8 hold a hearing on whether to approve the settlement and certify the settlement class. *See* Fed. R. Civ.  
9 P. 23(e)(2), (4), (5). In deciding whether to approve a settlement, courts must consider whether:

10 (A) the class representatives and class counsel have adequately represented the class;

11 (B) the proposal was negotiated at arm’s length;

12 (C) the relief provided for the class is adequate, taking into account:

13 (i) the costs, risks, and delay of trial and appeal;

14 (ii) the effectiveness of any proposed method of distributing relief to the class,  
15 including the method of processing class member claims;

16 (iii) the terms of any proposed award of attorney’s fees, including timing of  
17 payment;

18 (iv) any agreement required to be identified under Rule 23(e)(3); and

19 (D) the proposal treats class members equitably relative to each other. Fed. R. Civ. P. 23(e)(2).

20 Separately, this District’s Procedural Guidance for Class Action Settlements (“Procedural  
21 Guidance”) requires class counsel to submit specific information regarding: (i) differences between  
22 the settlement class and the class asserted in the complaint, and between claims to be released and the  
23 claims alleged in the operative complaint; (ii) the anticipated class recovery under the settlement and  
24 the potential class recovery if plaintiffs were to fully prevail; (iii) the proposed allocation plan; (iv)  
25 expected participation by class members in the settlement; (v) the settlement administrator, the  
26 selection process, and the anticipated administrative costs; (vi) the proposed notice, including  
27 deadlines to opt out of or object to the settlements; (vii) attorneys’ fees that counsel intend to request;



1 (viii) incentive awards that the parties intend to request; (ix) the allocation of any unused settlement  
 2 funds, including a reversion, if any; (x) notice of and compliance with CAFA; and (xi) past  
 3 distributions in comparable class settlements.

4 The Ninth Circuit has recognized “an overriding public interest in settling litigation . . .  
 5 particularly . . . in class action suits.” *Van Bronkhorst v. Safeco Corp.*, 529 F.2d 943, 950 (9th Cir.  
 6 1976). See also *In re Syncor ERISA Litig.*, 516 F.3d 1095, 1101 (9th Cir. 2008) (citing  
 7 *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992)) (“There is a strong judicial  
 8 policy that favors settlements, particularly where complex class action litigation is concerned.”).  
 9 Courts have recognized that compromise is favored for antitrust litigation, which is notoriously  
 10 difficult and unpredictable.<sup>13</sup>

11 The approval of a proposed settlement of a class action is a matter of discretion for the trial  
 12 court. See *In re Volkswagen “Clean Diesel” Mktg., Sales Pracs., & Prod. Liab. Litig.*, 746 F. App’x  
 13 655, 657 (9th Cir. 2018) (“We review for abuse of discretion the district court’s approval of the  
 14 settlement . . . .”); *Churchill Vill. L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004). Settlements  
 15 of disputed claims are encouraged and a settlement approval hearing “is not to be turned into a trial or  
 16 rehearsal for trial on the merits.”<sup>14</sup> Further, courts must give “proper deference” to the settlement  
 17 agreement, because “the court’s intrusion upon what is otherwise a private consensual agreement  
 18 negotiated between the parties to a lawsuit must be limited to the extent necessary to reach a reasoned  
 19 judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the  
 20 negotiating parties, and the settlement, taken as a whole, is fair, reasonable and adequate to all  
 21 concerned.” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998) (“Settlement is the  
 22

23  
 24 <sup>13</sup> See, e.g., *In re National Collegiate Athletic Association Athletic Grant-in-Aid Cap Antitrust Litig.*,  
 25 No. 4:14-md-2541-CW, 2017 WL 6040065, at \*3 (N.D. Cal. Dec. 6, 2017) (quoting *In re Optical*  
 26 *Disk Drive Prods. Antitrust Litig.*, No. 3:10-md-2143 RS, 2016 WL 7364803, at \*4 (N.D. Cal. Dec.  
 19, 2016)) (“An ‘antitrust class action is arguably the most complex action to prosecute. The legal  
 and factual issues involved are always numerous and uncertain in outcome.’”).

27 <sup>14</sup> *Officers for Justice v. Civil Serv. Comm’n of City and County of San Francisco*, 688 F.2d 615, 625  
 28 (9th Cir. 1982), cert. denied sub nom. *Byrd v. Civil Serv. Comm’n of City and County of San*  
*Francisco*, 459 U.S. 1217 (1983).



1 offspring of compromise; the question we address is not whether the final product could be prettier,  
2 smarter or snazzier, but whether it is fair, adequate and free from collusion.”).

3 **B. The Court Should Grant Preliminary Approval And Direct Notice To The Class**

4 Under Rule 23(e)(2), the Court at the preliminary approval stage is to decide whether it will  
5 likely be able to approval the settlement and certify the settlement class. As demonstrated below, all  
6 of the Rule 23(e) factors heavily favor approval of the Proposed Settlement. The Proposed  
7 Settlement satisfies the requirements of Rule 23 as well as the Northern District of California’s  
8 guidelines on the topic. Accordingly, the Court will likely be able to approve the Proposed  
9 Settlement and certify the settlement class.

10 **1. The Class Has Been Adequately Represented**

11 Rule 23(e)(2)(A), in conjunction with subsection (B), requires the court to “identify matters  
12 that might be described as ‘procedural’ concerns, looking to the conduct of the litigation and of the  
13 negotiations leading up to the proposed settlement.” Fed. R. Civ. P. 23(e)(2) Advisory Comm. Notes,  
14 Paragraphs (A) and (B) (2018). As an “example, the nature and amount of discovery in this or other  
15 cases, or the actual outcomes of other cases, may indicate whether counsel negotiating on behalf of  
16 the class had an adequate information base.” *Id.*

17 Here, the class representatives and counsel have vigorously represented the interests of class  
18 members for almost fifteen years, including extensive pre-filing investigation; class certification; full  
19 discovery; the exchange of expert reports on liability and damages; the filing of oppositions to defense  
20 motions for summary judgment; other rigorous and fact-intensive motions; and full case development  
21 for trial. Alioto Decl. ¶¶ 4-18, 29-33.<sup>15</sup> IPPs reviewed and analyzed millions of documents produced  
22 by Mitsubishi Electric, the other Defendants, and third parties; took (or participated in taking) over  
23 100 depositions of defense witnesses, including Mitsubishi Electric witnesses; and conducted  
24 extensive economic analyses of the data produced by Mitsubishi Electric, the other Defendants, and  
25 third parties. *Id.* ¶ 31. IPPs also participated in three mock trials and observed 11 mock juries. IPPs  
26

27 <sup>15</sup> See also ECF No. 4071-1 (Alioto Decl. in support of September 23, 2015 motion for attorneys’  
28 fees and reimbursement of litigation expenses).

1 were fully prepared to try this case to a jury. *Id.* ¶ 32. Thus, IPPs negotiated the Proposed Settlement  
 2 with detailed knowledge of the factual and legal issues underlying the parties’ claims and defenses,  
 3 and their strengths and weaknesses. *Id.* ¶ 33.

4 In its recent Order Granting Final Approval of the amendments to the Prior Settlements, which  
 5 was affirmed on appeal, this Court reaffirmed its findings that: (1) “IPPs and Class Counsel have  
 6 vigorously prosecuted this action . . . through extensive discovery[,] including the “review of millions  
 7 of documents and the taking of hundreds of depositions, all conducted over eight-plus years”; and (2)  
 8 IPP Lead Counsel has ‘invested considerable time in this case and has substantial experience with  
 9 class action litigation.’ ECF No. 5786 at 17. The Court concluded, therefore, that “counsel ‘possessed  
 10 sufficient information to make an informed decision about settlement.’” *Id.* (quoting *Hefler v. Wells*  
 11 *Fargo & Co.*, No. 16-cv-05479-JST, 2018 WL 6619983, at \*6 (N.D. Cal. Dec. 18, 2018)). These  
 12 findings apply with equal force to the Proposed Settlement.

13 In addition, the \$33 million, all-cash settlement is consistent with the amounts obtained in  
 14 previously approved settlements with the other, similarly-situated Japanese defendants. *See* Final  
 15 Approval Order (ECF No. 5786), 5587-1 at 25-26 (amended Toshiba Settlement for approx. \$28.4  
 16 million), 5587-1 at 19-20 (amended Hitachi Settlement for approx. \$26.5 million). Further, the  
 17 Mitsubishi Electric settlement amount is 5.6% of the total \$580,750,000 Settlement Fund, which is  
 18 roughly proportional to Mitsubishi Electric’s less-than 5% market share. Alioto Decl. ¶ 34. As  
 19 discussed below, \$33 million is a good recovery in light of the expense, risk, and delay of continued  
 20 litigation and trial.

## 21 2. The Proposed Settlement Is The Product Of Arm’s Length Negotiations

22 Rule 23(e)(2)(B) instructs courts to consider whether “the proposal was negotiated at arm’s  
 23 length.” A class action settlement is entitled to an initial presumption of fairness where it is the result  
 24 of arm’s-length negotiations among experienced counsel. *See, e.g., Vicerol v. Mistras Group, Inc.*, No.  
 25 15-cv-02198-EMC, 2016 WL 5907869, at \*8 (N.D. Cal. Oct. 11, 2016). Further, “the involvement of  
 26 a neutral or court-affiliated mediator or facilitator in those negotiations may bear on whether they were  
 27 conducted in a manner that would protect and further the class interests.” Fed. R. Civ. P. 23(e)(2)

1 Advisory Comm. Notes, Paragraph (B) (2018).

2 Here, the Proposed Settlement was reached after months of hard-fought and highly adversarial  
3 negotiations, including multiple telephone conferences, an in-person meeting attended by counsel for  
4 all parties and representatives of Mitsubishi Electric from the United States and Japan, and an in-  
5 person mediation before Judge Corley. A settlement in principle was reached during the mediation  
6 before Judge Corley and indeed, was the result of a mediator’s proposal. Alioto Decl. ¶ 25. These facts  
7 demonstrate that the settlement was not the product of collusion. *See* Final Approval Order (ECF No.  
8 5786) at 18 (mediation sessions supervised by a former judge are an indication of arm’s length  
9 negotiations).

10 As a final procedural consideration, courts should consider the “treatment of any award of  
11 attorney’s fees, with respect to both the manner of negotiating the fee award and its terms.”<sup>16</sup> Here,  
12 while the Proposed Settlement provides that Mitsubishi Electric will not object to attorneys’ fees of  
13 up to one-third of the Settlement Fund, there is no agreement on the amount of attorneys’ fees Class  
14 Counsel will receive.<sup>17</sup> Like the Prior Settlements, any award of attorneys’ fees remains within the  
15 discretion of the Court, and will be awarded from the common fund. *See* ECF No. 5786 at 19  
16 (“Although the agreements contain a “clear sailing” provision, the Court finds no cause for concern  
17 because Class Counsel’s fee will be awarded from the same common fund as the recovery to the  
18 class.”) (citing *Rodriguez v. West Publ’g Corp.*, 563 F.3d 948, 961 n.5 (9th Cir. 2009)).

### 19 3. The Proposed Settlement Provides Substantial Relief For The Class

20 Rule 23(e)(2)(C) instructs courts to consider whether “the relief provided for the class is  
21 adequate” considering (i) the costs, risks, and delay of trial and appeal; (ii) the proposed distribution  
22 plan; (iii) the terms of any proposed award of attorneys’ fees; and (iv) any agreement required to be  
23 identified under Rule 23(e)(3). The Proposed Settlement is fair when evaluated against these standards.

24 //

25  
26  
27 <sup>16</sup> *See* Fed. R. Civ. P. 23(e)(2) Advisory Comm. Notes, Paragraph (B) (2018).

28 <sup>17</sup> Alioto Decl. Ex. A, ¶ 34.

1                                   **a.       The Costs, Risks, And Delay Of Trial And Appeal Were**  
 2                                   **Significant**

3           The first factor—“the costs, risks, and delay of trial and appeal”<sup>18</sup>—is analogous to the Ninth  
 4 Circuit’s traditional consideration of the risk, expense, complexity, and likely duration of further  
 5 litigation, while also examining the strength of plaintiffs’ case, the risk of maintaining class action  
 6 status throughout the trial, and the amount offered in settlement.<sup>19</sup>

7           First, as noted, the \$33 million settlement amount is consistent with the IPP settlements this  
 8 Court has approved for the other similarly-situated Japanese defendants. Indeed, Mitsubishi Electric  
 9 had a lesser role in the conspiracy than other Japanese defendants and a smaller market share. In  
 10 addition, Mitsubishi Electric has other colorable defenses, discussed in detail below. Yet, it is paying  
 11 slightly more to settle the claims against it than did Toshiba (approx. \$28.4 million) or Hitachi (approx.  
 12 \$26.5 million) (although this Settlement Class includes nine additional states). Alioto Decl. ¶ 34.

13           Second, when combined with the Prior Settlement amounts, the total recovery for indirect  
 14 purchasers is, to date, \$580,750,000. In the context of indirect purchaser price-fixing cases, this total  
 15 recovery is significant. Recent litigation on behalf of indirect purchasers of Lithium Ion Batteries and  
 16 Optical Disk Drives garnered \$106,950,000, and \$205,000,000 respectively.<sup>20</sup> The indirect *LCD* case  
 17 is one of the rare cases to recover more than this case. However, the LCD conspiracy started more  
 18 recently (*i.e.*, 2001) and fewer producers had exited the industry than in this case. The *LCD* conspiracy  
 19 was therefore easier to prove because evidence and witnesses were available. In addition, most of the  
 20 *LCD* defendants had pled guilty to Sherman Act violations and admitted that their conduct had an  
 21 impact in the United States, leading to criminal fines totaling \$894 million. Here, the conspiracy period  
 22 started over 20 years ago (*i.e.*, 1995), many of the alleged participants were bankrupt or no longer  
 23 existed, and employees had moved on, retired, or could not remember relevant facts; only one

24  
 25 \_\_\_\_\_  
 18 Fed. R. Civ. P. 23(e)(2)(C)(i).

26 19 *See Churchill Vill.*, 361 F.3d at 575 (listing factors).

27 20 *See In re Lithium Ion Batteries Antitrust Litig.*, 4:13-md-02420-YGR (N.D. Cal.), ECF No. 2566  
 28 at 2; *In re Optical Disk Drive Products Antitrust Litig.*, 3:10-md-02143-RS (N.D. Cal.), ECF No.  
 2852 at 7.

1 defendant pled guilty to fixing prices of one type of CRT, and only for sales to certain customers; and  
2 the DOJ's single criminal fine of \$32 million amounted to less than 3.5 percent of the fines assessed  
3 in connection with LCD conspiracy. *See* Alioto Decl. ¶ 35.

4 Third, the value of the Proposed Settlement must also be assessed in light of the relevant  
5 damage studies of IPPs' and Defendants' experts in the MDL. IPPs' expert, Dr. Netz, estimated single  
6 damages to members of the 22 state classes to be \$2.78 billion. *Id.* ¶ 36. For the purposes of assessing  
7 the Proposed Settlement, this estimate must be adjusted to account for the nine additional states  
8 included in the Proposed Settlement Class. Using the same general data and methodology, estimated  
9 single damages to class members in the 30 states and the District of Columbia would be \$3.36 billion.  
10 *Id.* ¶ 37. However, Mitsubishi Electric would have strongly contested IPPs' damages claims.<sup>21</sup>

11 Using the \$3.36 billion estimate, the damages attributable to Mitsubishi Electric would be  
12 approximately \$168 million (5% of \$3.36 billion). Thus, the \$33 million settlement is approximately  
13 19.6% of the damages attributable to Mitsubishi Electric. *Id.* ¶ 39. Such a result represents a reasonable  
14 compromise of the parties' positions, and is well within the range of possible final approval. *See CRT*,  
15 2016 WL 3648478, at \*6-7 (finding that 20% of single damages was "without question a good  
16 recovery and firmly in line with the recovery in other cases"). When compared to other *indirect*  
17 purchaser cases (some of which never make it past class certification<sup>22</sup>), this is an excellent result.

18 Fourth, the risks at trial (and on appeal) for the IPPs would be significant and support the  
19 reasonableness of the Proposed Settlement. For example, Mitsubishi Electric would contend, and a  
20

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21 <sup>21</sup> The other Defendants' experts opined that indirect purchasers suffered little or no damages as a  
22 result of the alleged CRT conspiracy. They maintained that the alleged conspiracy was ineffective and  
23 unsuccessful, and that IPPs could not "link" any allegedly agreed-upon CRT price increases to  
24 allegedly increased prices of CRT Products purchased by class members. One defense expert  
estimated the total class damages to be approximately \$61 million. Other defense experts maintained  
that the total class damages were zero. *See* Alioto Decl. ¶ 38.

25 <sup>22</sup> *See, e.g., In re Lithium Ion Batteries Antitrust Litig.*, No. 13-MD-2420 YGR, 2017 WL 1391491,  
26 at \*1 (N.D. Cal. Apr. 12, 2017) (denying class certification to indirect purchasers of lithium ion  
27 batteries in part because they were unable to prove impact (*i.e.*, pass-through of the overcharge) on a  
class-wide basis); *In re Flash Memory Antitrust Litig.*, No. C 07-0086 SBA, 2010 WL 2332081, at  
28 \*19 (N.D. Cal. June 9, 2010) (same); *In re Graphics Processing Units (GPU) Antitrust Litig.*, 253  
F.R.D. 478, 507 (N.D. Cal. 2008) (same).

1 jury could agree, that it did not participate in the alleged conspiracy. Among other things, Mitsubishi  
2 Electric would likely argue that it did not attend a single “glass” meeting; that it ceased manufacture  
3 of CPTs in 1998 and CDTs in 2004; that most of the CDTs it manufactured utilized a different  
4 technology and were marketed to different customers than those of the other alleged conspirators; that  
5 its market share was very small (less than 5%); and, as a minor player in the market, it had little  
6 incentive to join the conspiracy. The Court’s prior ruling precluding use of Samsung SDI’s litigation  
7 statements against Mitsubishi Electric would have made IPPs’ case more difficult to prove. ECF No.  
8 4982. Alioto Decl. ¶ 40.

9 Mitsubishi Electric would also likely assert that even if it had participated in the conspiracy, it  
10 withdrew from the conspiracy when it stopped manufacturing CRTs in 2004. *See* ECF No. 4786  
11 (granting summary judgment motion of certain Philips defendants on withdrawal grounds). Mitsubishi  
12 Electric would likely also contest IPPs’ evidence of antitrust standing, pass-through of the overcharge  
13 to indirect purchasers, and class certification. *See, e.g.*, ECF Nos. 3050, 3585 (motions filed by the  
14 other Defendants). Alioto Decl. ¶ 41. Even assuming a favorable jury verdict at trial, IPPs could prevail  
15 on liability and still obtain no net recovery given the large settlement offset that would be applied as  
16 a result of the other settlements.<sup>23</sup> While IPPs remain confident in the strength of the evidence  
17 supporting their claims, a successful jury verdict remained a risky proposition. *See In re NASDAQ*,  
18 187 F.R.D. 465, 475-76 (S.D.N.Y. 1998) (“[T]he history of antitrust litigation is replete with cases in  
19 which antitrust plaintiffs succeeded at trial on liability, but recovered no damages, or only negligible  
20 damages, at trial, or on appeal.”).

21 Moreover, any jury award would have to withstand appellate review. In this MDL, the  
22 Defendants raised substantial arguments against the Court’s class certification decision. *See* ECF No.  
23

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24 <sup>23</sup> In *LCD*, for example, the jury awarded the direct purchaser class plaintiffs \$87 million in damages  
25 against Toshiba, but they recovered nothing because the award was offset by their \$443 million  
26 obtained in settlements. Likewise, Best Buy recovered nothing at trial against Toshiba and Hannstar.  
27 The jury found that Toshiba did not participate in the conspiracy and awarded only \$7.5 million against  
28 Hannstar. Once Best Buy’s settlements with the other defendants in *LCD* had been offset, Hannstar  
owed nothing to Best Buy. Likewise here, if IPPs had gone to trial against Mitsubishi Electric, there  
would have been an offset of \$547,750,000. Alioto Decl. ¶ 42.



1 2012 (Petition of Defendants for Permission to Appeal).<sup>24</sup> The Ninth Circuit rejected the Petition for  
 2 Interlocutory review of this order (ECF No. 2283), but that rejection provides no assurance that the  
 3 arguments would have carried the day on appeal at the end of the case. Class certification jurisprudence  
 4 has received heightened scrutiny from appellate courts in the wake of the Supreme Court’s decisions  
 5 in *Wal-Mart Stores Inc. v. Dukes*, 564 U.S. 338 (2011) and *Comcast Corp. v. Behrend*, 569 U.S. 27  
 6 (2013).

7 Issues raised by the Foreign Trade Antitrust Improvements Act (15 U.S.C. §6a) (“FTAIA”)   
 8 also posed significant risk, both at trial and on appeal. The statute has recently been the subject of  
 9 several major appellate decisions from the Second, Third, Seventh and Ninth Circuits,<sup>25</sup> and the other  
 10 Defendants attempted to dispose of many IPP claims on FTAIA grounds at summary judgment. *See*  
 11 ECF Nos. 3006 and 3008. Thus, even though this Court denied the other Defendants’ motions for  
 12 summary judgment on FTAIA grounds, the FTAIA would still have been a major issue at trial, and  
 13 there remains substantial uncertainty surrounding any appellate review of a district court’s FTAIA  
 14 analysis, no matter how careful or well-supported it may be.

15 Finally, even if IPPs were to win at every subsequent stage, continued litigation would delay  
 16 recovery for years, in a case where the damage period already extends back twenty-five years.  
 17 Settlement eliminates the risk of litigation, providing substantial and certain relief to the Settlement  
 18 Class now. *In re AT&T Mobility Wireless Data Servs. Sales Litig.*, 270 F.R.D. 340, 347 (N.D. Ill.  
 19 2010) (“[A] future victory is not as valuable as a present victory.”). In sum, the all-cash recovery of  
 20 \$33,000,000 is a substantial result that avoids the meaningful risks IPPs faced at trial and on appeal.

21 **b. The Plan Of Distribution Is Fair, Adequate And Reasonable**

22 Rule 23(e)(2)(C) also instructs courts to take into account the “effectiveness of any proposed  
 23 method of distributing relief to the class, including the method of processing class-member claims.”  
 24

25 <sup>24</sup> The Toshiba Defendants also moved to decertify the IPP classes in early 2015. *See* ECF No. 3585.

26 <sup>25</sup> *See Lotes Co., Ltd. v. Hon Hai Precision Industry Co.*, 753 F.3d 395, 412-13 (2d Cir. 2014);  
 27 *Animal Sci. Prods. Inc. v. China Minmetals Corp.*, 654 F.3d 462 (3d Cir. 2011); *Minn-Chem Inc. v.*  
 28 *Agrium Inc.*, 683 F.3d 845 (7th Cir. 2012); *Motorola Mobility LLC v. AU Optronics Corp.*, 775 F.3d  
 816 (7th Cir. 2015); and *U.S. v. Hsiung*, 778 F.3d 738 (9th Cir. 2015).

1 “Approval of a plan of allocation of settlement proceeds in a class action . . . is governed by the same  
 2 standards of review applicable to approval of the settlement as a whole: the plan must be fair,  
 3 reasonable and adequate.” *Hefler v. Wells Fargo & Company*, 2018 WL 4207245, at \*12 (citation  
 4 omitted)); *see also CRT*, 2016 WL 3648478, at \*11. A plan of distribution that compensates class  
 5 members based on the type and extent of their injuries is generally considered reasonable. *See id.*

6 This Court has already approved a weighted pro-rata distribution to claimants for the Prior  
 7 Settlements.<sup>26</sup> IPPs propose to use the same weighted pro rata distribution for the Mitsubishi Electric  
 8 Settlement. Settlement Class members who file valid claims will be eligible to receive their pro rata  
 9 share of the net Mitsubishi Electric settlement fund based on the total number of valid claims filed,  
 10 and the number and type of CRT Products each claimant purchased.<sup>27</sup> Class members who filed valid  
 11 claims against the Prior Settlements will automatically receive their pro-rata share of the Mitsubishi  
 12 Electric settlement without having to re-file their claim.<sup>28</sup> All other class members who submit  
 13 qualified claim forms will be entitled to recover. Alioto Decl. ¶ 44.

14 The Settlement Administrator received a total of 156,467 claims against the Prior Settlements  
 15 through May 5, 2020 (the “Cutoff Date”). After reviewing and auditing the claims received, the  
 16 Settlement Administrator ultimately approved a total of 143,373 valid claims for purchases of  
 17 95,277,199 CRT Products, representing 273,146,112 CRT Weighted Units. *See* ECF No. 6031.

18 The Court found that the claims rate for the Prior Settlements was “strong,” and rejected  
 19 objections that the claims rate was too low. *CRT*, 2016 WL 3648478, at \*9, 31-32. It concluded that  
 20 the reason the claims rate is somewhat lower than other indirect purchaser cases is because “the claims  
 21

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22 \_\_\_\_\_  
 23 <sup>26</sup> ECF No. 5786 at 20 (adopting reasoning from original order approving the Prior Settlements).

24 <sup>27</sup> As with the Prior Settlements, claims for Standard CRT Televisions (televisions with a screen size  
 25 of less than 30 inches) will receive a weight of 1; Large CRT Televisions (televisions with a screen  
 size of 30 inches or larger) will receive a weight of 4.3; and CRT Computer Monitors will receive a  
 weight of 3. *See CRT*, 2016 WL 3648478, at \* 18.

26 <sup>28</sup> All claims processed and approved as part of the Prior Settlements, including late claims, will be  
 27 considered valid, timely claims for the Mitsubishi Electric Settlement and therefore, eligible to  
 28 automatically receive a full pro-rata share of the Mitsubishi Electric Settlement without having to re-  
 file their claim. Alioto Decl. ¶ 44.



1 period in this case stretches back 20 years and the product is obsolete.” *Id.* at 32 (“The staleness of the  
2 claims at issue here exacerbates this problem.”).

3         Based on historical claims data, IPPs anticipate that another 75,000 first-time claims will be  
4 filed against the Mitsubishi Electric settlement. Fisher Decl. ¶ 34. The majority of these new claims  
5 will likely come from class members who purchased CRT Products in the nine states that were not  
6 included in the settlement class for the Prior Settlements and were not eligible to file claims against  
7 the Prior Settlements. Class members who previously filed claims against the Prior Settlements may  
8 amend their claim for the Mitsubishi Electric Settlement to include CRTs purchased in the nine states.  
9 Because the claims period for the Prior Settlements is now closed, all such new claims will be paid  
10 solely from the Mitsubishi Electric settlement fund. Alioto Decl. ¶ 45.

11         It is expected that there will be sufficient funds to distribute a minimum payment of \$10 to  
12 valid claimants. As this Court found in approving the minimum payment in connection with the Prior  
13 Settlements, it “ensures there is sufficient value to motivate every injured plaintiff to file a claim, even  
14 if he or she purchased a small number of CRT products.” 2016 WL 3648478 at \*26. The minimum  
15 payment amount of \$10 represents IPPs’ reasonable estimate at this time; the actual amount cannot be  
16 determined until all claims have been processed. The Court’s approval for the minimum payment will  
17 be requested when the data from the actual claims process are available. Alioto Decl. ¶ 46.

18         Additionally, as before, subject to the minimum payment, a maximum payment amount of  
19 three times the estimated money damages per claimant will apply, although IPPs do not anticipate this  
20 will be an issue given the number of existing and anticipated claims. Upon final approval, none of the  
21 Settlement Fund will revert to Mitsubishi Electric. All Settlement Class members who seek payment  
22 from the Settlement Fund, and who have not already filed a valid claim in the Prior Settlements or  
23 who wish to file claims for additional CRT purchases, will be required to complete a claim form  
24 containing: (i) the class member’s contact information; (ii) verification of membership in one of the  
25 Statewide Damages Classes; (iii) the number and type of each CRT Product purchased during the class  
26 period; and (iv) an attestation under penalty of perjury that the information provided is accurate. Alioto  
27 Decl. ¶ 47; Fisher Decl. ¶ 5 & Ex. E (proposed claim form).

1 All claimants will also be subject to auditing and requests for documentation of purchases by  
 2 the Settlement Administrator. The Settlement Administrator will use commercially reasonable efforts  
 3 to identify and investigate claims. Alioto Decl. ¶ 48.

4 **c. IPP Counsel Will Seek Reasonable Attorneys' Fees**

5 A third factor to be considered under Rule 23(e)(2)(C) is “the terms of any proposed award of  
 6 attorney’s fees, including timing of payment.” Fed. R. Civ. P. 23(e)(2)(C)(iii); *see also* Procedural  
 7 Guidance, Preliminary Approval, subsection (6).

8 IPPs intend to request an award of one-third of the Mitsubishi Electric Settlement Fund in  
 9 attorneys’ fees, or \$11,000,000, plus interest. IPPs will file their motion with the Court and post it to  
 10 the website, www.CRTclaims.com, at least 14 days in advance of the deadline for objections to give  
 11 class members an opportunity to review the applications and either support or file objections to them.  
 12 *See In re Mercury Interactive Corp. Sec. Litig.*, 618 F.3d 988, 993-94 (9th Cir. 2010); Alioto Decl. ¶  
 13 54. The motion will be noticed for the same date as the final approval hearing.<sup>29</sup>

14 IPP Counsels’ lodestar for work performed in prosecuting the case against Mitsubishi Electric  
 15 since June 2015 (the cut off for IPPs’ first fee motion) is \$2,433,461.66 (3287.1 hours).<sup>30</sup> However,  
 16 as indicated above, the work performed by IPPs during the almost eight years of litigation against the  
 17 other defendants (when Mitsubishi Electric was named as a co-conspirator, but not as a defendant)  
 18 was crucial to reaching the settlement with Mitsubishi Electric. Alioto Decl. ¶ 55. IPPs’ prior lodestar  
 19 should therefore be included in the analysis of IPPs’ requested fee award, and IPPs’ requested fee  
 20 award should be viewed against the total settlements achieved in this case. *See Lobatz v. U.S. West*  
 21 *Cellular of California, Inc.*, 222 F.3d 1142, 1149-50 (9th Cir. 2000) (affirming fee award and  
 22 \_\_\_\_\_

23 <sup>29</sup> *See* Procedural Guidance, Final Approval (2) (“Regardless of when they are filed, requests for  
 attorneys’ fees must be noticed for the same date as the final approval hearing.”).

24 <sup>30</sup> Alioto Decl. ¶ 55. This lodestar is calculated using IPP Counsel’s current rates and includes all time  
 25 submitted to IPP Lead Counsel. This lodestar does not include the time spent by IPP Counsel litigating  
 26 the objections lodged by certain putative class members to the Prior Settlements and the resulting  
 27 appeals, or the negotiation of the amendments to the Prior Settlements and subsequent briefing. Nor  
 28 does it include any of the time spent litigating against the Irico defendants. The time spent by IPP  
 Counsel on these matters over the last five years is significant. If included, this time would  
 substantially increase the lodestar and decrease the multiplier. *Id.*

1 multiplier based on entire lodestar in case involving successive settlements against different  
2 defendants); *In re Se. Milk Antitrust Litig.*, No. 2:07-CV 208, 2013 WL 2155387, at \*6 (E.D. Tenn.  
3 May 17, 2013) (same).

4 In connection with the Prior Settlements, the Court (with the assistance of Special Master  
5 Martin Quinn) reviewed and analyzed IPP Counsels' lodestar and the work they performed on behalf  
6 of indirect purchasers of CRTs, ultimately approving an adjusted lodestar of \$81,067,569 for work  
7 performed up to September 2015. *See* ECF No. 5786 at 23-24. Together with the additional  
8 \$2,431,481.66 in lodestar expended in prosecuting the case against Mitsubishi Electric, IPP Counsels'  
9 total lodestar is \$83,499,050.66. Together with the \$129,606,250 in attorneys' fees already awarded  
10 to IPP Counsel, IPPs' proposed \$11,000,000 fee award would result in a total fee of \$140,606,250,  
11 which constitutes 24.2% of the \$580,750,000 total settlement fund, and an overall multiplier of 1.68.

12 As this Court recently noted, the Ninth Circuit has set the "benchmark for an attorneys' fee  
13 award in a successful class action [at] twenty-five percent of the entire common fund." ECF No. 5786  
14 at 22-23 (quoting *Williams v. MGM-Pathe Commc'ns Co.*, 129 F.3d 1026, 1027 (9th Cir. 1997)). The  
15 Court also found that a multiplier of 1.6 is "well within the range of acceptable multipliers." *Id.* at 24.  
16 Thus, IPPs' requested fee would still be below the Ninth Circuit's 25% benchmark and would only  
17 increase the already-approved multiplier by less than 0.1 to 1.68—still well within the range of  
18 acceptable multipliers. *See, e.g., In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 572 (9th Cir.  
19 2019) (affirming "modest" multipliers of 1.22 and 1.5521 and citing cases affirming multipliers up to  
20 3.65).

#### 21 **d. Other Related Agreements**

22 Pursuant to Fed. R. Civ. P. 23(e)(2)(C)(iv), and as previously disclosed to the Court, in March  
23 and April 2018, four groups of objectors voluntarily dismissed their appeals of the original settlements  
24 in exchange for monetary consideration to be paid by IPP Counsel from their attorney fee award. *See*  
25 ECF Nos. 5587 at 9; 6001 at 5, n.5. These agreements were entered into before the enactment of Rule  
26 23(e)(2)(C)(iv), Rule 23(e)(5)(B), and the other amendments to Rule 23(e)(5) in December 2018.  
27 Nevertheless, Rule 23(e)(5)(B) now requires court approval of any payment to an objector "in  
28

1 connection with: (i) forgoing or withdrawing an objection, or (ii) forgoing, dismissing, or abandoning  
2 an appeal from a judgment approving the proposal.”

3 In addition to providing that the objectors would dismiss their appeals of this Court’s approval  
4 of the Prior Settlements, the agreements provide that the objectors would not object to this Settlement.  
5 No payment is due to those objectors until the Prior Settlements and all fee proceedings relating to the  
6 Prior Settlements are final, at which time Lead Counsel intends to present these settlements to the  
7 Court. Alioto Decl. ¶¶ 62-63, Exs. B - E (copies of objector settlement agreements).

#### 8 **4. The Proposed Settlement Treats Class Members Equitably**

9 Rule 23(e)(2)(D) requires that the Court consider whether the Proposed Settlement “treats class  
10 members equitably relative to each other.” Matters of concern for the Court may include “whether the  
11 apportionment of relief among class members takes appropriate account of differences among their  
12 claims.” Fed. R. Civ. P. 23(e)(2) 2018 Advisory Committee Notes.

13 Here, the Proposed Settlement provides for a lump-sum cash payment to the Settlement Class.  
14 Alioto Decl., Ex A, ¶ 25. The Proposed Settlement’s terms do not distinguish between class members  
15 in any way and treat all class members equally. As discussed, all class members are entitled to file  
16 claims to receive their pro-rata share of the Settlement, and IPPs propose to distribute the settlement  
17 funds to class members according to the same weighted pro-rata distribution that this Court already  
18 examined and approved as fair, adequate and reasonable in connection with the Prior Settlements. As  
19 this Court concluded, “[i]t is reasonable to allocate the settlement funds to class members based on . .  
20 . the strength of their claims on the merits.” ECF No. 5786 at 21 (quoting *In re Omnivision Techs.,*  
21 *Inc.*, No. C-04-2297 SC, 2007 WL 4293467, at \*7 (N.D. Cal. Dec. 6, 2007)).

22 In addition, the claims of class representatives will be treated no differently than the claims of  
23 absent class members. While IPPs will seek modest incentive award for the class representatives, any  
24 award will be within the Court’s discretion.

#### 25 **5. The Proposed Settlement Satisfies The District’s Procedural Guidance**

26 In accordance with the Procedural Guidance, IPPs have provided above relevant information  
27 regarding (i) the anticipated class recovery under the Proposed Settlement and the potential class  
28

1 recovery if IPPs were to fully prevail on their claims against Mitsubishi Electric, (ii) the plan of  
 2 distribution, (iii) expected participation by class members in the Proposed Settlement, and (iv)  
 3 attorneys’ fees that IPP Counsel intend to request. The proposed notice and notice program are detailed  
 4 in Section V below. The remaining provisions of the Procedural Guidance are addressed here.

5 **a. The Litigation And Settlement Class**

6 As explained above, IPPs named Mitsubishi Electric as a co-conspirator (not as a defendant)  
 7 during the litigation against the other defendants. *See* ECF No. 1526 ¶ 109. In September 2017, IPPs  
 8 named Mitsubishi Electric as a defendant in a new complaint.<sup>31</sup> Unlike the earlier IPP complaints, the  
 9 complaint against Mitsubishi Electric did not allege a nationwide class, but did allege indirect  
 10 purchaser claims under the laws of 30 states and the District of Columbia on behalf of 31 statewide  
 11 classes—nine more than were certified during the litigation against the other defendants. Alioto Decl.  
 12 ¶ 14.<sup>32</sup>

13 During the settlement negotiations with Mitsubishi Electric, IPPs narrowed the Proposed  
 14 Settlement Class to limit the Missouri, Montana, and Rhode Island classes to purchasers of CRT  
 15 Products “primarily for personal, family, or household purposes,” in conformance with the consumer  
 16 protection statutes of those states. *See* Mo. Rev. Stat. §407.025; MCA §30-14-102, §30-14-133; R.I.  
 17 Gen. Stat. §6-13.1-5.2. *See also* *DRAM*, 516 F. Supp. 2d at 1116. These amendments are also  
 18 consistent with the Complaint, which alleged claims on behalf of those who purchased “primarily for  
 19 personal, family or household purposes.” 17-cv-04067-JST, ECF No. 1, ¶¶ 277-278, 285.

20 Finally, IPPs and Mitsubishi Electric also agreed to adjust the wording of the Settlement Class  
 21 definition to clarify that the CRT Product must have been *purchased in* one of the 30 states or the  
 22 District of Columbia. IPPs later amended the complaint so that the class alleged in the complaint  
 23 conforms with the Settlement Class. *See* ECF Nos. 5679, 5687.

24  
 25 \_\_\_\_\_  
 26 <sup>31</sup> *Luscher et al. v. Mitsubishi Electric Corp.*, 17-cv-04067-JST (N.D. Cal.), ECF No. 1.

27 <sup>32</sup> As stated previously, IPPs added these nine statewide classes because (1) IPPs entered into an  
 28 agreement with Mitsubishi Electric that tolled the statutes of limitations for all indirect purchaser  
 claims nationwide, and (2) viable plaintiffs were willing to represent these additional state classes.  
 Alioto Decl. ¶ 24.

1 **b. The Releases Track The Allegations In The Complaint**

2 Where a litigation class has not been certified, settling parties should explain any differences  
3 between the claims to be released and the claims asserted in the complaint.<sup>33</sup> Under the Proposed  
4 Settlement, IPPs and Settlement Class members will release all federal and state-law claims against  
5 Mitsubishi Electric:

6 . . . concerning the manufacture, supply, distribution, sales or pricing of CRTs or CRT  
7 Products up to the Execution Date, and concerning any conduct alleged or that could  
8 have been alleged by Releasers, or causes of action asserted or that could have been  
asserted by Releasers, regarding the CRT conspiracy alleged in the Complaint[.]

9 Alioto Decl. ¶ 28, Ex. A ¶¶ 22-23. The release does not include claims for product defect, personal  
10 injury or breach of contract, or any other claim not related to the subject matter of the Complaint. In  
11 addition, the Proposed Settlement does not release claims arising under the laws of any jurisdiction  
12 not included in the Indirect Purchaser Jurisdictions. Ex. A, ¶ 23.

13 Thus, Settlement Class members will release not only the specific state law claims alleged in  
14 the complaint, but also any federal or state antitrust, consumer protection, unfair competition, or other  
15 claim that they could have alleged relating to the CRT conspiracy. Courts routinely permit the release  
16 of all actual and potential claims as part of a settlement class in order to grant the defendant “global  
17 peace,” as long as the released claims are “based on the identical factual predicate.” *Class Plaintiffs v.*  
18 *City of Seattle*, 955 F.2d 1268, 1287 (9th Cir. 1992) (“a federal court may release not only those claims  
19 alleged in the complaint, but also a claim ‘based on the identical factual predicate as that underlying  
20 the claims in the settled class action even though the claim was not presented *and might not have been*  
21 *presentable in the class action*’”) (citation omitted) (emphasis in original).<sup>34</sup> Thus, the Proposed  
22 Settlement’s release of all class members’ claims relating to the CRT conspiracy is reasonable.

23  
24  
25 <sup>33</sup> See Procedural Guidance, Preliminary Approval (1)(c). IPPs note that the Court did certify a similar  
litigation class in the MDL action. See *CRT*, 2013 WL 5391159.

26 <sup>34</sup> See also *Sullivan v. DB Investments Inc.*, 667 F.3d 273 (3d Cir. 2011) (recognizing defendants’  
27 interest in seeking global peace as part of class action settlement); *In re IPO Secs. Litig.*, 226 F.R.D.  
28 186, 194 (S.D.N.Y. 2005), citing *Wal-Mart Stores, Inc.*, 396 F.3d at 121-22 (“[C]lass action  
settlements simply will not occur if the parties cannot set definitive limits on defendants’ liability.”).



1 **c. The Settlement Administrator Selection Process and Costs**

2 The Procedural Guidance instructs parties to identify (1) the proposed settlement administrator,  
3 (2) the settlement administrator selection process, (3) the number of proposals submitted, (4) counsel's  
4 history of engagements with the settlement administrator over the last two years, (5) anticipated  
5 administration costs, (6) the reasonableness of those costs in relation to the value of the settlements,  
6 and (7) who will pay the costs. *See Procedural Guidance*, Preliminary Approval (2). The Guidance  
7 also instructs the parties to identify the methods of notice and claims payment proposed, which IPPs  
8 have done, in Section V, *supra*.

9 The Proposed Settlement Administrator: IPPs propose that the Court again appoint The Notice  
10 Company as the Settlement Administrator for the Proposed Settlement with Mitsubishi Electric. Alioto  
11 Decl. ¶ 49; Fisher Decl. ¶¶ 1-3 & Ex. A (detailing The Notice Company's experience).

12 The Settlement Administrator Selection Process: The Notice Company has successfully  
13 devised and implemented the Court-approved notice programs and administered the claims for all the  
14 Prior Settlements in this litigation. Prior to selecting The Notice Company to oversee this round of  
15 notice and settlement administration, IPP Counsel solicited and received proposals from three  
16 nationally recognized class action notice and claims administrators, in addition to The Notice  
17 Company. Each proposal included a comparable notice program for a comparable cost. Alioto Decl. ¶  
18 50.

19 Counsel's History of Engagements with The Notice Company: IPP Lead Counsel has had  
20 extensive experience with The Notice Company, which helped to provide notice of the Prior  
21 Settlements. *See* ECF Nos. 1063, 2511, 3863, 4953-1, 5587-2, 6029. IPP Counsel also engaged The  
22 Notice Company to devise a notice program for the Mitsubishi Electric Settlement presented to the  
23 Court in connection with the prior motion for preliminary approval in February 2018. Finally, IPP  
24 Counsel continues to work extensively with The Notice Company on issues relating to claims  
25 administration and the auditing of claims for the Prior Settlements. Alioto Decl. ¶ 51.

26 IPP Counsel has been impressed throughout these extensive interactions with The Notice  
27 Company's professionalism, responsiveness, and ability to resolve the many complex issues that have  
28

1 arisen in this case. IPP Counsel believes the Class will benefit from The Notice Company's experience  
 2 in this litigation administering the Prior Settlements, in that it will help to reduce the costs of  
 3 administering this settlement. *Id.* ¶ 52.

4 Anticipated Administration Costs: The current estimated total cost of the notice program is  
 5 approximately \$500,000 to \$950,000. Fisher Decl. ¶ 32. Mitsubishi Electric has agreed that up to \$3  
 6 million of the Settlement Fund may be used for notice and administration costs, subject to Court  
 7 approval. Alioto Decl. Ex. A ¶ 27.

8 **d. Costs and Expenses**

9 The Procedural Guidance instructs counsel to state whether and in what amounts they seek  
 10 payment of costs and expenses, including expert fees. Here, IPPs anticipate requesting reimbursement  
 11 of additional out-of-pocket litigation expenses of approximately \$6,703.95. Other costs and expenses  
 12 incurred in prosecuting the case against Mitsubishi Electric (*e.g.*, almost \$6 million in expert fees)  
 13 have already been approved and reimbursed by the Court. *See* ECF Nos. 5786 at 26, 4071-1 at 46.  
 14 Alioto Decl. ¶ 56.

15 **e. Service Awards**

16 The Procedural Guidance instructs parties to include information about the amount of any  
 17 service awards and evidence supporting the awards. IPPs anticipate seeking awards of \$2,000 for each  
 18 Class Representative. Incentive awards are designed to compensate class representatives for work  
 19 performed on behalf of a class and are “fairly typical in class action cases.” *In re Online DVD-Rental*  
 20 *Antitrust Litig.*, 779 F.3d 934, 943 (9th Cir. 2015) (citation omitted). “In this district, a \$5,000 payment  
 21 is presumptively reasonable.” *Moore v. Verizon Communications Inc.*, No. C 09–1823 SBA, 2013 WL  
 22 4610764, at \*15 (N.D. Cal. Aug. 28, 2013) (citations omitted).<sup>35</sup>

23 Here, 21 of the 34 class representatives have already been granted \$15,000 incentive award,  
 24 and one has been granted a \$5,000 incentive award in connection with the Prior Settlements. *See* ECF  
 25 No. 5786 at 26; Alioto Decl. ¶ 57. In connection with the Mitsubishi Electric litigation and settlement,  
 26

27 <sup>35</sup> *See also, e.g., In re Online DVD*, 779 F.3d at 941, 947-48 (affirming incentive awards of \$5,000 to  
 28 each of nine class representatives).



1 they and the 13 new class representatives have reviewed and approved the original and amended  
 2 complaints, searched for relevant documents, reviewed and approved the settlement agreement and  
 3 amendments thereto, stayed in regular contact with their lawyers, and remained apprised of the  
 4 material developments in the litigation. The class representatives have not, however, had to engage in  
 5 formal discovery because IPPs settled with Mitsubishi Electric before formal discovery commenced.  
 6 Accordingly, IPP Counsel intends to propose modest incentive awards of \$2,000 for each class  
 7 representative. Alioto Decl. ¶ 58.

#### 8 f. Past Distributions

9 The Procedural Guidance instructs parties to provide information for at least one past  
 10 comparable settlement, including (i) the total settlement fund, (ii) the total number of class members,  
 11 (iii) the total number of class members to whom notice was sent, (iv) the methods of notice, (v) the  
 12 number of claim forms submitted, (vi) the average recovery per class member or claimant, (vii) the  
 13 amounts distributed to *cy pres* recipients, (viii) administrative costs, and (ix) attorneys' fees and  
 14 costs.<sup>36</sup> As shown below, the Proposed Settlement together with the Prior Settlements in this case  
 15 compare favorably to similar settlements.<sup>37</sup>

16 Case	CRT (IPPs)	DRAM (IPPs)	TFT-LCD (IPPs)
17 <b>Total Settlement Fund</b>	\$580.75 million (including the Proposed Settlement)	\$310.72 million	\$1,082 billion
19 <b>Total Estimated Number of Class Members</b>	175 million	175 million	175 million
21 <b>Total Number of Class Members to Whom Direct</b>	14 million+	0	0

24  
 25 <sup>36</sup> See Procedural Guidance, Preliminary Approval (11).

26 <sup>37</sup> This chart shows information relating to settlements in the IPP action, compared to the settlements  
 27 in (i) the IPP action in *In re Dynamic Random Access Memory (DRAM) Antitrust Litig.*, No. 02-md-  
 1486-PJH (N.D. Cal.); and (ii) the IPP settlements in *In re TFT-LCD (Flat Panel) Antitrust Litig.*, No.  
 07-md-01827-SI (N.D. Cal.). These figures reflect best estimates based on publicly available records.  
 28 Alioto Decl. ¶ 60 n. 9.

Case	<i>CRT</i> (IPPs)	<i>DRAM</i> (IPPs)	<i>TFT-LCD</i> (IPPs)
<b>Notice Was/Will Be Sent</b>			
<b>Method(s) of Notice</b>	Direct notice; indirect notice, including broadcast, digital media and press releases	Indirect notice, including broadcast, digital media, press releases	Indirect notice, including broadcast, digital media and press releases
<b>Number of Claims Submitted/To be Submitted</b>	156,467 (prior claims) + 75,000 (estimated new claims) = 231,467 (0.13%)	445,554 (0.25%)	247,558 (0.14%)
<b>Mean Recovery Per End User Claimant<sup>38</sup></b>	\$3,034.90	\$423.90	\$3,155
<b>Expected Residual</b>	\$0	\$2,053,004.46	\$0
<b>Attorneys' Fees</b>	\$140,606,250 (24.2%) (\$129,606,250 awarded; \$11,000,000 now requested)	\$78.3 million (25%)	\$309.725 million (28.6%)
<b>Litigation Costs</b>	\$8,460,252.79 (prior settlements) <sup>39</sup> + \$6,703.95 (proposed settlement)	\$11.8 million	\$8,736,131.43

<sup>38</sup> As explained in IPPs' recent Motion to Distribute Settlement Funds to Claimants, ECF No. 6025, Reseller claimants, i.e., those who purchased CRTs or CRT Products for resale, were only included in the Chunghwa settlement class, and were only permitted to claim against half of the Net Chunghwa Settlement Fund, which is approximately \$3.068 million—substantially less than the Net Settlement Funds for the other settlements. This means that Reseller claimants will receive less for each CRT Product purchased than End-User claimants. *See id.* at 17, n. 20. The mean recovery for class members who purchased in the nine new states will likewise be less because they may only claim against this Proposed Settlement. Because most claimants are End-User claimants who purchased in the 22 States, IPPs provide the mean recovery for those claimants for the purpose of comparing the mean recovery in this case to other similar indirect purchaser cases. Alioto Decl. ¶ 60.

<sup>39</sup> *See* ECF Nos. 5786 at 25, 6040 at 3. \$1,886,155.41 of the recently approved \$2,330,710.87 in expenditures from the Future Expense Fund were for notice and claims administration expenses. *See* ECF No. 6025-1 & Ex. A. Thus, \$789,727.22 of IPPs' additional expenses are properly categorized as "litigation costs."

Case	CRT (IPPs)	DRAM (IPPs)	TFT-LCD (IPPs)
<b>Administrative Costs</b>	\$4,202,006.62 (prior case) <sup>40</sup> + \$500,000 - \$900,000 (estimated additional costs) <sup>41</sup> = \$4,702,006.62 – \$5,152,006.62	\$2.834 million	\$3,276,539.13

Alioto Decl. ¶ 60.

### C. The Proposed Settlement Class Satisfies Rule 23(a)

Before granting preliminary approval of a settlement and directing notice to the class, the Court must determine that it will likely be able to conclude that the proposed settlement presents a proper class for settlement purposes. *See* Fed. R. Civ. P. 23(e)(1)(B)(ii); MCL 4th § 21.632; *Amchem Prods. Inc. v. Windsor*, 521 U.S. 591, 620 (1997). Here, nearly identical litigated classes have already been certified by this Court. *See CRT*, 2013 WL 5429718, at \*24-29.

Certification is appropriate where the proposed class and the proposed class representatives meet the four prerequisites of Rule 23(a)—numerosity, commonality, typicality, and adequacy of representation. In addition, certification of a class action for damages requires a showing that “questions of law and fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3). The Proposed Settlement Class here satisfies each of the Rule 23 criteria.

#### 1. The Class Is So Numerous That Joinder Is Impracticable

The first requirement for maintaining a class action is that its members are so numerous that joinder would be “impracticable.” Fed. R. Civ. P. 23(a)(1). Here, the Proposed Settlement Class consists of millions of consumers of CRTs and CRT Products in 30 states and the District of Columbia.

<sup>40</sup> *See* ECF No. 6029-2 (Amended Declaration of Joseph M. Fisher Re: Notice, Claims Processing and Distribution of Settlement Funds), ¶ 34 (the Settlement Administrator has billed and been paid \$3,602,006.62 to date, and estimates that the remaining work to distribute the Prior Settlements to Class Members will cost between \$500,000 and \$600,000).

<sup>41</sup> Fisher Decl. ¶ 35 (the Settlement Administrator estimates that the administrative costs for the Proposed Settlement will be approximately \$500,000 to \$950,000).

1 Over 150,000 class members have already filed claims in connection with the Prior Settlements.  
 2 “Numerosity” is easily established. *See* ECF No. 5695 at 8 (adopting prior findings that “millions of  
 3 people in the United States purchased CRT products during the class period.”).

## 4 **2. The Case Involves Questions of Law and Fact Common to the Class**

5 The second requirement for class certification is the existence of questions of law or fact  
 6 common to the class. Fed. R. Civ. P. 23(a)(2). Here, all class members share numerous common  
 7 questions of law and fact that go to the central issue in this matter—whether Mitsubishi Electric and  
 8 other CRT manufacturers engaged in a price-fixing conspiracy which injured indirect purchasers when  
 9 they paid more for CRTs and CRT Products than they would have paid absent the alleged conspiracy.

10 These common questions of law or fact include:

- 11 a. Whether Mitsubishi Electric and other CRT manufacturers engaged in a  
 12 contract, combination, and/or conspiracy to fix, raise, maintain, or stabilize  
 prices of CRTs sold in the United States;
- 13 b. Whether the alleged conspiracy violates the antitrust, consumer protection or  
 14 other similar laws of the 30 states and the District of Columbia;
- 15 c. The duration of the alleged illegal contract, combination, and/or conspiracy;
- 16 d. Whether Mitsubishi Electric and its alleged co-conspirators’ alleged conduct  
 resulted in an unlawful overcharge on the price of CRTs; and
- 17 e. Whether the alleged unlawful overcharge on the price of CRTs was passed-  
 18 through to the indirect purchasers of CRT Products, and if so, the appropriate  
 class-wide measure of damages.

19 This Court recently found that these questions of law and fact satisfy the commonality  
 20 requirement in this case. *See, e.g.*, ECF No. 5695 at 8. Moreover, similar common questions are  
 21 routinely found to satisfy the commonality requirement in antitrust class actions. *See, e.g., Wortman*  
 22 *v. Air New Zealand*, No. 07-cv-05634-CRB, 2018 WL 3753226, at \*4 (N.D. Cal. Aug. 8, 2018).

## 23 **3. Plaintiffs’ Claims Are Typical Of The Claims Of The Class**

24 The “claims . . . of the representative parties [must be] typical of the claims . . . of the class.”  
 25 Fed. R. Civ. P. 23(a)(3). Under Rule 23(a)(3), “representative claims are ‘typical’ if they are  
 26 reasonably coextensive with those of absent class members; they need not be substantially identical.”  
 27 *Just Film, Inc. v. Buono*, 847 F.3d 1108, 1116 (9th Cir. 2017) (citations omitted). “Like commonality,  
 28

1 there is substantial legal authority holding in favor of a finding of typicality in price fixing conspiracy  
2 cases, even where differences exist between plaintiffs and absent class members with respect to  
3 pricing, products, and/or methods of purchasing products.” *Wortman v. Air New Zealand*, 2018 WL  
4 3753226, at \*4, quoting *DRAM*, 2006 WL 1530166, at \*5.

5 Here, the Named Plaintiffs’ assert the same legal claims on behalf of themselves and the  
6 Proposed Settlement Class—that they indirectly purchased CRTs or CRT Products and that they were  
7 overcharged as a result of the alleged conspiracy between Mitsubishi Electric and other CRT  
8 manufacturers. Therefore, the Named Plaintiffs’ claims are typical of the claims of the other class  
9 members, and certification is appropriate. *See CRT*, 2013 WL 5391159, at \*3 (finding that typicality  
10 was satisfied, and noting that Defendants did not challenge typicality); ECF No. 5695 at 9-10 (adopting  
11 prior finding that “the claims of the representative parties are typical of the claims of the class . . .  
12 because they all indirectly purchased CRT products at supra-competitive levels as a result of the  
13 alleged price-fixing conspiracy during the relevant time period.”).

#### 14 **4. Plaintiffs Will Fairly And Adequately Represent The Interests Of The** 15 **Class**

16 The final requirement of Rule 23(a)(4) is that the representative plaintiffs fairly and adequately  
17 represent the interests of the class. “To determine whether named plaintiffs will adequately represent  
18 a class, courts must resolve two questions: ‘(1) do the named plaintiffs and their counsel have any  
19 conflicts of interest with other class members and (2) will the named plaintiffs and their counsel  
20 prosecute the action vigorously on behalf of the class?’” *Ellis v. Costco Wholesale Corp.*, 657 F.3d  
21 970, 985 (9th Cir. 2011) (citation omitted).

22 Here, each statewide class is represented by a Named Plaintiff who is a resident of that state,  
23 has standing to assert a claim under that state’s law, and has been thoroughly vetted by Class Counsel.  
24 The interests of the Named Plaintiffs are not antagonistic to those of the Proposed Settlement Class  
25 because they are all similarly interested in obtaining prompt and valuable relief from the Defendant.  
26 They have a genuine interest in the litigation and understand the allegations in this case. The Named  
27 Plaintiffs in the MDL reviewed the pleadings and produced documents regarding their purchases. Most  
28 of them also responded to written discovery and were deposed by Defendants. They have also

1 reviewed the pleadings against Mitsubishi Electric, the settlement agreement and, in consultation with  
2 their lawyers, have approved them on behalf of their respective states. Alioto Decl. ¶ 59.

3 The interests of all Named Plaintiffs and class members are aligned because they all allegedly  
4 suffered similar injury in the form of claimed higher CRT Product prices due to the alleged conspiracy,  
5 and they all seek the same relief. By proving their own claims, the named plaintiffs will necessarily  
6 be proving the claims of their fellow class members. *See* 2013 WL 5391159, \*3 (concluding that the  
7 named plaintiffs were adequate class representatives); ECF No. 5695 at 10-11 (Preliminary Approval  
8 Order finding named plaintiffs are adequate class representatives).

9 Additionally, IPPs are represented by counsel who are highly qualified in class action litigation  
10 and have competently and aggressively prosecuted this complex case. The Court appointed Trump,  
11 Alioto, Trump & Prescott, LLP as Class Counsel on September 24, 2013, and as Settlement Class  
12 Counsel for the Prior Settlements on June 9, 2015, and March 13, 2020.<sup>42</sup> Class Counsel have  
13 undertaken the responsibilities assigned to them by the Court and have directed the efforts of other  
14 IPP counsel in vigorously prosecuting this action. *See CRT*, 2016 WL 4126533, at \*5 (“the entire  
15 record of the litigation viewed fairly demonstrates that Class Counsel managed this case diligently and  
16 efficiently for the benefit of the class[,]” and “Class Counsel was superb at coordinating the class  
17 effort.”); ECF No. 5695 at 10 (“IPP Lead Counsel has “invested considerable time in this case and  
18 ha[s] substantial experience with class action litigation.”).

19 **D. The Proposed Settlement Class Satisfies Rule 23(b)(3)**

20 Once the four prerequisites of Rule 23(a) are met, as they are here, IPPs are entitled to proceed  
21 with a class action under Rule 23(b)(3) if the Court finds that “questions of law or fact common to  
22 class members predominate over any questions affecting only individual members, and that a class  
23 action is superior to other available methods for fairly and efficiently adjudicating the controversy.”

24 The Proposed Settlement Class meets both requirements.  
25  
26

27 <sup>42</sup> *See* 2013 WL 5429718, at \*10, 29; 2013 WL 5391159, at \*2; ECF No. 3906 (Amended Order  
28 Granting Preliminary Approval of Class Action Settlements) ¶ 9; ECF No. 5695 at 10.

1                   **1. Common Questions Of Law Or Fact Predominate**

2                   “[I]n price-fixing cases, such as this, ‘courts repeatedly have held that the existence of the  
3 conspiracy is the predominant issue and warrants certification even when significant individual issues  
4 are present.’” ECF No. 5695 at 8 (quoting *Thomas & Thomas Rodmakers Inc. v. Newport Adhesives  
5 & Composites Inc.*, 209 F.R.D 159, 167 (C.D. Cal. 2002)).

6                   Here, as this Court has already recognized, the existence of the alleged CRT conspiracy and  
7 Mitsubishi Electric’s and its alleged co-conspirators’ acts in furtherance of that alleged conspiracy are  
8 the predominant common questions. *See id.* Likewise, issues regarding antitrust injury are “overriding  
9 issues” satisfying the predominance requirement. *See CRT*, 2013 WL 5391159, at \*6 (finding common  
10 questions predominated and certifying twenty-two statewide classes of indirect purchasers of CRTs).

11                   Moreover, the Court need not concern itself with questions of the manageability of a trial  
12 because the settlement disposes of the need for a trial as to Mitsubishi Electric. The Supreme Court  
13 has explained that the “predominance” inquiry is relaxed in the settlement context: “Confronted with  
14 a request for settlement-only class certification, a district court need not inquire whether the case, if  
15 tried, would present intractable management problems . . . for the proposal is that there be no trial.”  
16 *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997) (discussing manageability, which is a  
17 subpart of Rule 23(b)(3) predominance); *see also In re Relafen Antitrust Litig.*, 231 F.R.D. 52, 68 (D.  
18 Mass. 2005) (discussing settlement exception to rigorous analysis of predominance). Issues common  
19 to the class predominate in this case.

20                   **2. A Class Action Is Superior To Other Methods Of Adjudication**

21                   The superiority prong of Rule 23(b)(3) requires balancing the merits of a class action against  
22 alternate available methods of adjudication. *See Valentino v. Carter-Wallace, Inc.*, 97 F.3d 1227, 1234  
23 (9th Cir. 1996). “[I]f common questions are found to predominate in an antitrust action, then courts  
24 generally have ruled that the superiority prerequisite of Rule 23(b)(3) is satisfied.” Wright, Miller &  
25 Kane, *Federal Practice and Procedure: Civil Procedure* § 1781 at 254-55 (3d ed. 2004).

26                   This type of case is precisely why the modern class action mechanism was developed. The  
27 damages alleged by individual members of the class in this case are relatively small, and the expense  
28



1 and burden of individual litigation would make it impracticable for them to seek redress individually.  
2 *See CRT*, 2013 WL 5429718, at \*23. Moreover, the interests of class members in individually  
3 controlling the prosecution of separate claims are outweighed by the efficiency of the class  
4 mechanism. Finally, separate adjudication of claims creates a risk of inconsistent rulings and would  
5 waste judicial resources, which further favors class treatment.

6 **V. THE PROPOSED NOTICE PROGRAM PROVIDES THE BEST NOTICE**  
7 **PRACTICABLE UNDER THE CIRCUMSTANCES**

8 Rule 23(e)(1) states: “The claims, issues, or defenses of a certified class may be settled,  
9 voluntarily dismissed, or compromised with the court’s approval. . . . The court must direct notice in  
10 a reasonable manner to all class members who would be bound by the proposal.”

11 Notice of a proposed settlement must inform class members of the following: (1) the nature of  
12 the pending litigation; (2) the general terms of the proposed settlement; (3) that complete information  
13 is available from the court files; and (4) that any class member may appear and be heard at the fairness  
14 hearing. *See Newberg* § 8.32. The notice must also indicate an opportunity to opt out, that the  
15 judgment will bind all class members who do not opt out, and that any member who does not opt out  
16 may appear through counsel. Fed. R. Civ. P. 23(c)(2)(B).

17 The form of notice is “adequate if it may be understood by the average class member”  
18 (Newberg, § 11.53), and “generally describes the terms of the settlement in sufficient detail to alert  
19 those with adverse viewpoints to investigate and to come forward and be heard.” *In re Hyundai & Kia*  
20 *Fuel Econ. Litig.*, 926 F.3d at 567 (quoting *Churchill Village LLC*, 361 F.3d at 575). Notice to the  
21 class must be “the best notice practicable under the circumstances, including individual notice to all  
22 members who can be identified through reasonable effort.” *Amchem Prods.*, 521 U.S. at 617. This  
23 standard does not require perfection in delivering notice, but rather reasonable efforts to reach as many  
24 class members as possible through either individual or publication means. *See, e.g.*, Federal Judicial  
25 Center, *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide* (2010),  
26 at 3 (“It is reasonable to reach between 70-95%.”). Publication notice is an acceptable method of  
27 providing notice where the identity of specific class members is not reasonably available. *See In re*  
28 *Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1080 (N.D. Cal. 2007), citing MCL 4th § 21.311.

1           IPP Counsel have retained The Notice Company—the same experienced class action  
2 administrator that designed and implemented the Court-approved notice programs for all previously  
3 approved settlements—to give notice of this Proposed Settlement to the members of the Settlement  
4 Class. Fisher Decl. ¶ 2. As explained in the Fisher Declaration, IPPs propose to disseminate notice by,  
5 *inter alia*, (1) direct mail notice, (2) direct email notice, (3) extensive publication notice in print and  
6 online, including various social media websites, (4) television ads, (5) digital banner ads, (6) an earned  
7 media plan, (7) press releases in English and Spanish, (8) a case-specific website, and (9) a case-  
8 specific toll-free number. *Id.* ¶¶ 8-30. The direct mail and email addresses to be used for the direct  
9 notice were identified by The Notice Company from various third-party data sources. *Id.* ¶¶ 13-15.  
10 The Notice Company projects that the notice will reach at least 85% of adults aged 35+ who owned  
11 TVs or computers during the relevant period with an estimated frequency of 3.04 times. *Id.* ¶¶ 9, 31.  
12 This projected reach and frequency for the notice is well within the acceptable range.

13           The Notices will advise putative class members of the Proposed Settlement and the plan of  
14 distribution, and the dates associated with exclusion, objection, and final approval. *Id.* ¶¶ 5-7, Exs. B  
15 (Detailed Notice) & C (Summary Notice). The Notices also include (1) contact information for class  
16 counsel to answer questions; (2) the address for the case website, maintained by the claims  
17 administrator, with links to the Notice, the settlement agreement, the motions for approval and for  
18 attorneys' fees, and other important case documents; and (3) instructions on how to access the case  
19 docket via PACER and in person at any of the court's locations.<sup>43</sup> *Id.* In addition, the Notices advise  
20 that IPPs intend to apply for attorneys' fees in the amount of one-third of the Settlement Fund  
21 (\$11,000,000), notice costs, and litigation expenses of approximately \$6,703.95. Alioto Decl. ¶ 54.  
22 The Notices will further advise class members how to access the fee petition when it is filed. *Id.* The  
23 Notices are written in plain and easy-to-understand language. Fisher Decl. ¶ 7. They are substantially  
24 similar to the Notices previously approved by the Court, and clearly state the differences between the  
25 Settlement Class for the Proposed Settlement and the Prior Settlements.

26  
27  
28 <sup>43</sup> See Procedural Guidance, Preliminary Approval, (3) Notice.

1 The Notice Company’s comprehensive notice program—which is similar to the notice  
 2 programs approved by the Court in connection with the Prior Settlements, but which has been updated  
 3 to emphasize digital notice methods instead of print publications given that most consumers now  
 4 access media online—satisfies due process standards and represents the best notice practicable under  
 5 the circumstances, consistent with Rule 23. Fisher Decl. ¶¶ 17-33; ECF No. 5786 at 15 (adopting  
 6 finding that notice of the Prior Settlements “provided the best practicable notice to class members.”).

7 Finally, pursuant to the Class Action Fairness Act, 28 U.S.C. §1715, Mitsubishi Electric will  
 8 provide notice of the Settlement to the Attorney General of the United States and the Attorneys General  
 9 of all 50 States within ten days of the filing of this motion. Alioto Decl. ¶ 61.

10 **VI. THE COURT SHOULD SET A FINAL APPROVAL HEARING SCHEDULE**

11 The last step in the settlement approval process is the final approval hearing, at which the Court  
 12 may hear all evidence and argument necessary to evaluate the Proposed Settlement. At that hearing,  
 13 proponents of the Proposed Settlement may explain and describe its terms and conditions and offer  
 14 argument in support of settlement approval, and members of the Proposed Settlement Class, or their  
 15 counsel, may be heard in support of or in opposition to the Proposed Settlement. IPPs respectfully  
 16 suggest that the Court set the following final approval schedule, culminating in a final approval  
 17 hearing:

Event	Date
Notice Publication Date and Mailed Notice to Commence	Within 60 days of Order Granting Preliminary Approval
Exclusion Date	Within 60 days of Notice Publication Date
Objection Date	Within 60 days of Notice Publication Date
Final Hearing	150 days from Order Granting Preliminary Approval
Claims Deadline	120 days from Notice Publication Date

1 **VII. CONCLUSION**

2           IPP respectfully request that the Court enter an Order: (1) finding that the Proposed Settlement  
3 is likely to be approved; (2) conditionally certifying the Settlement Class; (3) approving the proposed  
4 notice plan as complying with due process and Rule 23 and directing dissemination of notice to the  
5 Settlement Class; (4) appointing Trump, Alioto, Trump & Prescott, LLP as Settlement Class Counsel;  
6 and (5) establishing a schedule for final approval.

7 Dated: August 18, 2022

Respectfully submitted,

8 /s/ Mario N. Alioto

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

IN RE: CATHODE RAY TUBE (CRT)  
ANTITRUST LITIGATION

Master File No. 4:07-cv-05944-JST  
Case No. 4:17-cv-04067-JST

MDL No. 1917

This Document Relates to:

*Luscher, et al. v. Mitsubishi Electric Corp.,*  
No. 4:17-cv-04067-JST

**DECLARATION OF JOSEPH M. FISHER**  
**RE: MITSUBISHI NOTICE PROGRAM**

Hearing Date: September 22, 2022

Time: 2:00 p.m.

Courtroom: 5, 2nd Floor

Judge: Honorable Jon S. Tigar

1 I, Joseph M. Fisher, declare:

2 **INTRODUCTION**

3 1. Identification. I am the president of The Notice Company, Inc., a Massachusetts  
4 corporation with offices at 94 Station Street, Hingham, MA 02043 (“The Notice Company”). The  
5 Notice Company is principally engaged in the administration of class action settlements and lawsuits  
6 pending in courts around the United States, including the dissemination of notice to class members,  
7 administering the claims process, and distributing the proceeds of the litigation to the class. I have  
8 over 18 years of experience assisting attorneys with class action notices and claims administration. I  
9 am also a member in good standing of the bars of the Commonwealth of Massachusetts, the District  
10 of Columbia, and the Commonwealth of Virginia. I am over 21 years of age and not a party to this  
11 action. I have personal knowledge of the facts set forth herein and, if called as a witness, could and  
12 would testify thereto under oath. Attached as Exhibit A hereto is a true and correct listing of cases  
13 where The Notice Company has implemented notice programs in cases throughout the United States.

14 2. Purpose of Declaration. The purpose of this Declaration is to propose a program for  
15 providing notice of the Settlement Agreement dated October 25, 2017 (and the Addendum thereto)  
16 with Mitsubishi Electric Corporation (“Mitsubishi Electric Settlement”) to the Settlement Class,  
17 including notice of the claims process available to members of the Settlement Class, in a manner that  
18 effectively reaches the Settlement Class, that constitutes the best notice practicable under the  
19 circumstances and that complies fully with the requirements of Rule 23 of the Federal Rules of Civil  
20 Procedure (“Rule 23”).

21 3. Prior Declarations and Notice Programs Approved by the Court in this Litigation.

22 (a) The Notice Company developed and implemented the notice programs for use  
23 in the cathode ray tube (“CRT”) indirect-purchaser plaintiffs (“IPP”) settlements with Chunghwa  
24 Picture Tubes, Ltd (the “Chunghwa Settlement”). In my declaration dated February 28, 2012 (ECF  
25 Nos. 1063-1065), I reported on the class notice program for the Chunghwa Settlement, which this  
26 Court found “constitutes the best notice practicable under the circumstances, is due and sufficient  
27 notice to the Indirect Purchaser Settlement Class and complies fully with the requirements of Federal  
28

1 Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States.”  
2 Order Granting Preliminary Approval of the Chunghwa Settlement, ¶ 13 (ECF No. 992).

3 (b) In my declaration dated March 27, 2014 (ECF Nos. 2511-2514), I reported on  
4 the class notice program for the certified class and the settlement with defendants LG Electronics, Inc.,  
5 LG Electronics U.S.A., Inc., and LG Electronics Taiwan Taipei Co., Ltd (the “LG Settlement”). This  
6 Court found that the notice program for the LG Settlement “constitutes the best notice practicable  
7 under the circumstances, is due and sufficient notice to the Indirect Purchaser Settlement Class and  
8 complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process  
9 requirements of the Constitution of the United States.” Revised Order Granting Preliminary Approval  
10 of the LG Settlement, ¶ 12 (ECF No. 2248).

11 (c) In my declaration dated May 27, 2015 (ECF No. 3863), I described the notice  
12 program developed by The Notice Company for the settlements with:

13 (i) Koninklijke Philips N. V. (f/k/a Koninklijke Philips Electronics N. V.);  
14 Philips Electronics North America Corporation; Philips Taiwan Limited (f/k/a Philips Electronics  
15 Industries (Taiwan), Ltd.); and Philips do Brasil, Ltda. (f/k/a Philips da Amazonia Industria  
16 Electronica Ltda.) (collectively “Philips”);

17 (ii) Panasonic Corporation (f/k/a Matsushita Electric Industrial Co., Ltd.);  
18 Panasonic Corporation of North America; MT Picture Display Co., Ltd.; and an affiliate of Panasonic  
19 Corporation, Beijing Matsushita Color CRT Co., Ltd. (collectively “Panasonic”);

20 (iii) Hitachi, Ltd.; Hitachi Displays, Ltd. (n/k/a Japan Display Inc.); Hitachi  
21 Electronic Devices (USA), Inc.; Hitachi Asia, Ltd.; and Hitachi America, Ltd. (collectively “Hitachi”);

22 (iv) Toshiba Corporation; Toshiba America Information Systems, Inc.;  
23 Toshiba America Consumer Products, L.L.C.; and Toshiba America Electronic Components, Inc.  
24 (collectively “Toshiba”);

25 (v) Samsung SDI Co. Ltd; Samsung SDI America, Inc.; Samsung SDI  
26 Brasil, Ltda.; Tianjin Samsung SDI Co., Ltd.; Shenzhen Samsung SDI Co., Ltd; Samsung SDI  
27 Malaysia Sdn. Bhd; Samsung SDI Mexico S.A. de C. V. (collectively “Samsung SDI”);



1 (vi) Technicolor SA (f/k/a Thomson SA) and Technicolor USA, Inc. (f/k/a  
2 Thomson Consumer Electronics, Inc.) (collectively “Thomson”); and

3 (vii) Technologies Displays Americas LLC (f/k/a Thomson Americas LLC)  
4 (“TDA”).

5 The settlements with Hitachi, Panasonic, Philips, Samsung, Toshiba, Thomson and TDA are  
6 collectively referred to as the “2015 Settlements.”

7 (d) In my Declaration dated November 17, 2015 (ECF No. 4371), I reported on  
8 implementation of the notice program for the 2015 Settlements. This Court found that the notice  
9 program for the 2015 Settlements “provided the best practicable notice to class members.” Order  
10 Granting Final Approval of Indirect Purchaser Settlements, ¶ III.C (ECF No. 4712).

11 (e) In my Declaration dated September 16, 2019, I reviewed the notice program as  
12 proposed in IPPs’ Motion Pursuant to Ninth Circuit Mandate to Reconsider and Amend Final  
13 Approval Order, Final Judgment and Fee Order, filed September 16, 2019 (ECF No. 5587), and  
14 developed the details for its implementation (ECF No. 5587-2). The Court’s Order Granting Motion  
15 for Preliminary Approval filed March 11, 2020, approved IPPs’ proposed notice program (ECF No.  
16 5695).

17 (f) In my Declaration dated June 12, 2020, I confirmed implementation of the  
18 notice plan as approved in the Preliminary Approval Order of March 11, 2020. This Declaration was  
19 filed in support of IPPs’ Response to Objections to Amended Settlements (ECF No. 5758). The Court  
20 granted final approval of the Amended Settlements in its Order dated July 13, 2020 (ECF No. 5786).  
21 The Court made the following finding with respect to notice: “In light of the adequacy of the original  
22 notice plan and IPP Plaintiffs’ provision of additional notice of settlement amendments, the Court  
23 finds that the parties have provided adequate notice to class members.” Order at § IV.B.

24 (g) In my Amended Declaration dated July 1, 2022, I reviewed The Notice  
25 Company’s implementation of notice programs for all aspects of the IPP settlements (ECF No. 6029).  
26 This Declaration was filed in support of IPPs’ Motion for Distribution of Settlement Funds (ECF No.  
27  
28

1 6025). The Court issued its Order Authorizing Distribution of Settlement Funds on July 29, 2022 (ECF  
2 No. 6040).

3 4. Proposed Settlement Class. The parties propose a “Settlement Class” defined as  
4 follows:

- 5 • All persons or business entities who or which indirectly purchased in Arizona,  
6 Arkansas, California, District of Columbia, Florida, Hawaii, Iowa, Kansas, Maine,  
7 Massachusetts, Michigan, Minnesota, Mississippi, Nebraska, Nevada, New  
8 Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, South  
9 Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin, for  
10 their own use and not for resale, CRTs or CRT Products manufactured or sold by the  
11 Defendant or any Alleged Co-Conspirator;
- 12 • All persons or business entities who or which indirectly purchased in Missouri or  
13 Montana, for their own use and not for resale, and primarily for personal, family, or  
14 household purposes, CRTs or CRT Products manufactured or sold by the Defendant or  
15 any Alleged Co-Conspirator; and
- 16 • All natural persons who indirectly purchased in Rhode Island, for their own use and  
17 not for resale, and primarily for personal, family, or household purposes, CRTs or CRT  
18 Products manufactured or sold by the Defendant or any Alleged Co-Conspirator.

19 In order to qualify, claimants must have purchased the CRT Product(s) between March 1, 1995 and  
20 November 25, 2007 (the “Class Period”). However, Hawaii, Nebraska and Nevada have slightly  
21 shorter Class Periods:

- 22 • Purchases of CRT Products in Hawaii must have been made between June 25, 2002  
23 and November 25, 2007.
- 24 • Purchases of CRT Products in Nebraska must have been made between July 20, 2002  
25 and November 25, 2007.
- 26 • Purchases of CRT Products in Nevada must have been made between February 4, 1999  
27 and November 25, 2007.

1 Specifically excluded from the Settlement Class are:

- 2 • The Defendant; its officers, directors or employees; any entity in which the Defendant  
3 has a controlling interest; and, any of the Defendant’s affiliates, legal representatives,  
4 heirs or assigns;
- 5 • The Alleged Co-Conspirators, any federal, state or local government entities, any  
6 judicial officer presiding over this action and members of his/her immediate family and  
7 judicial staff, and any juror assigned to this action.

8 Members of the Settlement Class are referred to as “Class Members”. The Mitsubishi Electric  
9 Settlement is limited to “End Users” defined as persons or entities who purchased CRT Products for  
10 their own use and not for resale.

11  
12 **FORMS OF NOTICE**

13 5. Notice and Claim Form Documents. Attached hereto as Exhibits B, C, D and E,  
14 respectively, are the Detailed Notice, Summary Notice, Email Notice and Claim Form in the forms  
15 agreed upon by the parties to the Settlement. The Detailed Notice, Summary Notice and Email Notice  
16 each satisfy the requirements of Rule 23; they describe the nature of the pending litigation; they review  
17 the general terms of the proposed settlement; they state that complete information is available from  
18 the court files and from the “Settlement Website” at *www.crtclaims.com*; they inform Class Members  
19 that such members may appear and be heard at the fairness hearing; they provide the date and location  
20 of the fairness hearing; they inform class members of the right to request exclusion; they identify the  
21 deadline for submitting opt outs and objections; they inform Class Members that the judgment will  
22 bind all class members who do not opt-out, and that any Class Member who does not opt-out may  
23 appear through counsel; and they set forth the deadline and process for submitting claims for payment  
24 under the Settlement. In addition, each form of notice provides a toll-free telephone number which  
25 Class Members may call to obtain additional information or to request a Claim Form. Class Members  
26  
27  
28

1 who request a Claim Form will have the opportunity to fill out a Claim Form and submit it online or  
2 by regular mail.

3 6. Spanish Language. The attached forms of the Detailed Notice, Summary Notice and  
4 Claim Form are in English, but they will also be translated into Spanish for use in Spanish-language  
5 media and on the Settlement Website.

6 7. Plain Language. The Detailed Notice, Summary Notice and Email Notice are written  
7 in a clear, plain and concise style appropriate for the target audience. The Detailed Notice includes an  
8 overall summary of the notice, uses short bullet points that highlight the nature of the case and the  
9 purpose of the notice, includes a table of contents, organizes the topics into different sections and  
10 places the information in a logical order. The Summary Notice and Email Notice are short but  
11 comprehensive; they refer to all of the requirements of Rule 23 in a simple and clear summary fashion.  
12 The notices comport with the plain language standards for legal noticing.  
13

#### 14 **NOTICE PROGRAM**

15 8. Summary of Notice Program. The proposed Notice Program utilizes a combination of  
16 the following:  
17

- 18 (a) Direct Notice by mail and email;
- 19 (b) Digital Media;
- 20 (c) Print Media;
- 21 (d) Press Release;
- 22 (e) Magazine eNewsletters; and
- 23 (f) Cable Television.

24 9. Target Audience. In order to build a Notice Plan that adheres to Rule 23, The Notice  
25 Company developed a target audience that closely matches the class definition to provide statistical  
26  
27  
28

1 measurements of reach and frequency.<sup>1</sup> With a Class Period that extends from 1995<sup>2</sup> to 2007<sup>3</sup>, any  
 2 young adult aged 18 in any year during the Class Period would now be at least 33 to 45 years of age.  
 3 Using available data points in demographic software, The Notice Company selected the age qualifier  
 4 of adults aged 35+ in order to capture the range of current ages for Class Members. Thus, the “Target  
 5 Audience” is a qualitative target of “adults 35 years and older in the United States that own a television  
 6 or computer”.

7 (a) Televisions: According to the Nielsen Television Index (NTI), more than 98%  
 8 percent of U.S. households had at least one television set throughout the period 1995 to 2007.<sup>4</sup> CRT  
 9 technology accounted for virtually all television sales in 1995, declining markedly to less than 27%  
 10 by 2007.<sup>5</sup> Sales of CRT televisions sold during the period 1995 to 2002 accounted for nearly 69% of  
 11 all CRT TV sales from 1995 to 2007.<sup>6</sup>

12 (b) Computer Monitors: The percentage of households with computers ranged from  
 13 approximately 37% in 1997 to nearly 70% in 2007.<sup>7</sup> Computer usage by businesses was also prevalent  
 14 throughout the period. For example, in 2003, 55.5% of all workers in the United States were using  
 15

16 \_\_\_\_\_  
 17 <sup>1</sup> The Notice Company was assisted in its development work by Brandon Schwartz, Director of Notice  
 at Postlethwaite & Netterville, APAC.

18 <sup>2</sup> Census Bureau data show that the median age of persons in 1995 was 34.2 years old, which  
 19 corresponds to 61.2 years of age in 2022. *See* [https://www2.census.gov/library/publications/2010/  
 compendia/statab/130ed/tables/11s0007.xls](https://www2.census.gov/library/publications/2010/compendia/statab/130ed/tables/11s0007.xls).

20 <sup>3</sup> Census Bureau data show that the median age of persons in 2007 was 36.4 years old, which  
 21 corresponds to 51.4 years of age in 2022. *See* [https://www.census.gov/data/tables/2007/demo/age-  
 and-sex/2007-age-sex-composition.html](https://www.census.gov/data/tables/2007/demo/age-and-sex/2007-age-sex-composition.html).

22 <sup>4</sup> Television Bureau of Advertising, Inc., *TV Basics*, p. 2 (2010). *See also* The American Council for  
 23 an Energy-Efficient Economy (ACEEE), *Televisions, Computers, and Set-top Boxes: The Big Three  
 of 2010 Home Consumer Electronics Energy Consumption* (2012), p. 9-302 (“Televisions are the most  
 widely owned consumer electronic device in the U.S. at 95-99% household penetration in 2010”).

24 <sup>5</sup> ACEEE, *supra* note 4 at 9-305; U.S. EPA, *Electronics Waste Management in the United States  
 Through 2009*, p. 11 (May 2011); Joseph A. Castellano, Stanford Resources, Inc., *Market Trends for  
 Displays in Consumer Television* (“CRTs will account for 97.1% of televisions in 2000, slipping to  
 25 96.2% in 2004”). *See also* NPD DisplaySearch, *LCD TV Growth Improving, As Plasma and CRT TV  
 Disappear*, (April 16, 2014) at [http://www.displaysearch.com/cps/rde/xchg/displaysearch/hs.xsl/  
 26 140415\\_lcd\\_tv\\_growth\\_improving\\_as\\_plasma\\_and\\_crt\\_tv\\_disappear.asp](http://www.displaysearch.com/cps/rde/xchg/displaysearch/hs.xsl/140415_lcd_tv_growth_improving_as_plasma_and_crt_tv_disappear.asp).

27 <sup>6</sup> U.S. EPA, *supra* note 5.

28 <sup>7</sup> U.S. Census Bureau, *Computer and Internet Use in the United States*, p. 2 (May 2013).

1 computers.<sup>8</sup> Up until 2002, most computer displays sold were CRT monitors, declining steadily  
 2 thereafter, with CRT sales during the period 1995 to 2002 accounting for approximately 85% of all  
 3 CRT monitors sold from 1995 to 2007.<sup>9</sup>

4 (c) Demographics: Available data across MRI-Simmons (formerly GfK  
 5 Mediamark Research, Inc.)<sup>10</sup> and comScore<sup>11</sup>, which are leading resources in audience analysis,  
 6 provide insight into the Target Audience. Due to the time period when CRTs were in use and the years  
 7 covered by the Class Period, a significant segment of the Class is an older demographic.<sup>12</sup> Media and  
 8 technology usage by seniors has changed considerably in recent years.<sup>13</sup> Key information about the  
 9 Target Audience’s access to the internet, reading consumption, and language highlights the necessity  
 10 for notice placement across a diverse set of media channels that provide an opportunity to run notices  
 11 in English and Spanish, and on both desktop and mobile platforms.

12 - “Today, 93% of American adults use the internet.”<sup>14</sup>

13 \_\_\_\_\_  
 14 <sup>8</sup> U.S. Bureau of Labor Statistics, *Computer and Internet Use At Work*, <http://www.bls.gov/news.release/ciuaw.nr0.htm> (August 2, 2005).

15 <sup>9</sup> In 1995, 88% of computer display sales were CRT monitors; in 2000, 89% of computer display sales  
 16 were CRT monitors; in 2002, two-thirds of computer display sales were CRT monitors. The major  
 17 shift away from CRTs occurred in 2003, when only 47% of computer display sales were CRT  
 18 monitors; by 2007, CRT monitors had dropped to 2.4% of computer display sales. While sales during  
 19 the period 1995 to 2002 accounted for about 85% of all CRT monitors sold from 1995 to 2007, the  
 20 bulk of CRT monitor sales occurred in the earlier years. Indeed, sales during the shorter period from  
 21 1995 to 2000 accounted for approximately two-thirds of all CRT monitors sold from 1995 to 2007.  
 22 U.S. EPA, *supra* note 5, at 11.

23 <sup>10</sup> MRI-Simmons is a nationally-syndicated research tool. It is the leading supplier of multi-media  
 24 audience research and provides comprehensive reports on demographic, lifestyle, product usage, and  
 25 media exposure. MRI-Simmons conducts more than 30,000 personal interviews annually to gather  
 26 information and is used by more than 450 advertising agencies as the basis for the majority of media  
 27 and marketing campaigns in the U.S.

28 <sup>11</sup> comScore is a global internet information provider that leading companies and advertising agencies  
 rely on for consumer behavior insight and internet usage data. comScore maintains a proprietary  
 database of more than 2 million consumers who have given comScore permission to monitor their  
 browsing and transaction behavior, including online and offline purchasing. comScore panelists also  
 participate in survey research that captures and integrates consumer attitudes.

<sup>12</sup> See notes 2 and 3, *supra*.

<sup>13</sup> “Tech Usage Among Older Adults Skyrockets During Pandemic”, AARP Press Room, April 21,  
 2021, <https://press.aarp.org/2021-4-21-Tech-Usage-Among-Older-Adults-Skyrockets-During-Pandemic>.

<sup>14</sup> Pew Research Center, Internet/Broadband Fact Sheet, April 7, 2021,  
<https://www.pewresearch.org/internet/fact-sheet/internet-broadband/>

- 1 - “Today around seven-in-ten Americans use social media to connect with one another, engage  
2 with news content, share information and entertain themselves.”<sup>15</sup>
- 3 - “Latinos are using social media, mobile apps and other digital platforms at higher rates than  
4 the general U.S. population [following the start of the pandemic].”<sup>16</sup>

5  
6 **Direct Notice**

7 10. Preference for Direct Notice. Rule 23 requires the Court to direct to Class Members  
8 “the best notice that is practicable under the circumstances, including individual notice to all members  
9 who can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B). Class Members in the  
10 present litigation were all indirect purchasers. A typical individual Class Member may have purchased  
11 a television or computer monitor from a retail store such as Best Buy or Costco. Lists of the names  
12 and addresses of specific consumers who indirectly purchased CRT Products from 1995 to 2007 are  
13 not available to The Notice Company. Nonetheless, given the fact that CRT televisions and computers  
14 were widely owned by personal and business consumers throughout this period, The Notice Company  
15 has used reasonable efforts to identify likely members of the Settlement Class in order to provide direct  
16 notice, as follows:

17 11. Direct Notice to Claimants in the 2015 Settlements. All persons and businesses who  
18 submitted indirect purchaser claims in the 2015 Settlements will be sent the Summary Notice (if sent  
19 by mail) or the Email Notice (if sent by email). This includes claimants who (a) already submitted  
20 claims before or after the applicable claim submissions deadlines and (b) submitted claims regardless  
21 of whether or not those claims were determined to be eligible under the terms of the 2015 Settlements.

22  
23  
24  
25 \_\_\_\_\_  
26 <sup>15</sup> Pew Research Center, Social Media Fact Sheet, April 7, 2021, <https://www.pewresearch.org/internet/fact-sheet/social-media/>

27 <sup>16</sup> “Latinos rely more on social media as a coronavirus lifeline, Nielsen report finds”, NBC News,  
28 April 6, 2020, <https://www.nbcnews.com/news/latino/latinos-rely-more-social-media-coronavirus-lifeline-nielsen-report-finds-n1235968>.



1 These notices will be sent by email to all claimants with a known email address and by mail to all  
2 other claimants.<sup>17</sup>

3 12. Direct Notice to Persons with Interests in the Litigation. The Notice Company will  
4 send the Summary Notice or Email Notice to third-party claim submission companies that contacted  
5 The Notice Company in connection with the 2015 Settlements and to persons identified by Class  
6 Counsel who may have requested to be updated about this litigation.

7 13. Direct Notice by Mail: Compiled Lists of Businesses and Organizations. The Notice  
8 Company has compiled the following lists of names and addresses for businesses and organizations  
9 that are likely members of the Settlement Class, who likely purchased large quantities of CRT  
10 televisions and/or computer monitors during the relevant period:

11 (a) Every Fortune 500 Company for each year from 1995 to 2007;

12 (b) 400 largest Private Colleges and Universities in the United States located in the  
13 31 Jurisdictions identified above;

14 (c) 665 largest Private Schools (secondary schools) in the United States located in  
15 the 31 Jurisdictions identified above; and

16 (d) 52 largest Hospitals in the United States (not owned by any federal, state or  
17 local governmental entity) located in the 31 Jurisdictions identified above.

18 The Notice Company proposes to send, by mail or email, the Summary Notice or Email Notice to each  
19 entity on the list.

20 14. Direct Notice by Email: List of Small Businesses. In order to broaden the reach of  
21 direct notice to encompass smaller businesses that may qualify under the Settlement to file a claim,  
22 The Notice Company has identified a list of email addresses for small business owners (businesses  
23 typically ranging from five to twenty-five employees) who will be sent the Email Notice. The Notice  
24 Company has narrowed the list to approximately 673,041 small businesses located in the 31  
25

26 \_\_\_\_\_  
27 <sup>17</sup> For claims submitted by third-party representatives on behalf of class members, such as by legal  
28 counsel or by claim-submission companies, notice will be sent to such third-party representatives with  
instructions to notify their clients.

1 Jurisdictions covered by the Mitsubishi Electric Settlement.<sup>18</sup> These are all opt-in email addresses,  
2 CAN-SPAM compliant,<sup>19</sup> which means that the companies have consented to the use of their emails  
3 by third parties.

4 15. Direct Notice by Email: List of Consumers. In order to reach individual consumers  
5 who may qualify to file a claim as members of the Settlement Class, The Notice Company has  
6 identified a list of email addresses for individual consumers who will be sent the Email Notice. The  
7 Notice Company has narrowed the list to approximately 13.7 million emails of nationwide consumers  
8 aged 30 and older with a high interest in computers, consumer electronics, and televisions. These are  
9 all opt-in email addresses, CAN-SPAM compliant.

10 16. Total Direct Notice. Combined mail and email distribution of notice is expected to be  
11 sent to more than 14 million individual consumers and businesses.

### 12 Digital Media

13 17. Focus on Digital Media. Digital media is digitized content that is transmitted via the  
14 internet or over computerized networks and mobile devices. Ads will be served across Google Display  
15 Network, Yahoo!, Facebook, YouTube, LinkedIn, and AARP. Ads will include a mix of segments that  
16 will target Class Members. Segmentation will include:

- 17 - Demographic Targeting
  - 18 ○ Targeting individuals that share demographic traits of our Target Audience such as age
  - 19 and ownership of a television or computer.
- 20 - Affinity Targeting
  - 21 ○ Targeting is determined by the user's behavior. This includes the types of websites they
  - 22 have visited and content they have consumed. Using the advanced algorithm of Google,
  - 23

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24 <sup>18</sup> Purchases made in Missouri, Montana and Rhode Island are limited to personal, family, or  
25 household purposes. However, notice to businesses located in those states is still appropriate since the  
26 businesses may have purchased CRT Products in other states which qualify under the Settlement (for  
example, a business located in Rhode Island making purchases in Massachusetts).

27 <sup>19</sup> CAN-SPAM Act is a law that sets the rules for commercial email, establishes requirements for  
28 commercial messages, gives recipients the right to have you stop emailing them, and spells out  
penalties for violations.

1 we can target specific audience categories that include electronics such as televisions  
2 and computers.

- 3 - Contextual Targeting
  - 4 ○ Users that visit a web page that has key terms such as “Cathode Ray Tube” and/or
  - 5 words related to televisions, computers and other relevant electronics, we can serve
  - 6 notice while they browse the sites content.
- 7 - Interest-Based Targeting
  - 8 ○ Across social media channels, individuals that “like” content related to consumer
  - 9 electronics, for example, can be segmented and served notice.
- 10 - Engagement Targeting
  - 11 ○ Individuals that have interacted, liked, shared or commented on content related to
  - 12 consumer electronics, for example, can be segmented and served notice.
- 13 - Individuals who utilize either English or Hispanic websites.
- 14 - Individuals on both desktop and mobile devices.

15 18. Google and Yahoo! Across the display advertising networks (Google and Yahoo!) ads  
16 will appear on high-performing sites that the demographic research has revealed the Target Audience  
17 visits often, as well as alongside content that is relevant to the litigation. These sites may include the  
18 following: Cnet.com, PCmag.com, USA Today.com, ESPN.com, Weather.com, WebMD.com,  
19 CNN.com, FoxNews.com, USA Today.com, Univision.com, and many others. An estimated 254  
20 million impressions will be served across the ad networks.

21 19. Facebook. In the U.S. around seven-in-ten adults are Facebook users<sup>20</sup>, which provides  
22 an opportunity to reach a broad audience across a large footprint. Social media encourages users to  
23 share content with their friends, which organically aides the reach of the notice and drives affected  
24 individuals to the Settlement Website. Facebook ads will appear in a user’s Newsfeed, along the right-  
25 hand column, and include a short call to action and description, relevant imagery, and the Settlement  
26

27 \_\_\_\_\_  
28 <sup>20</sup> <https://www.pewresearch.org/fact-tank/2021/06/01/facts-about-americans-and-facebook/>

1 Website that users can engage with, and click on, to learn more about the litigation. An estimated 127  
2 million impressions will be served across these the social media platform.

3 20. LinkedIn. LinkedIn is the largest professional and business networking website with  
4 810 million members worldwide and approximately 185 million members in the United States.<sup>21</sup> An  
5 estimated 29 million impressions will be served across the platform.

6 21. YouTube. More adults in the US use YouTube than any other social network, with  
7 81% of those on social media using YouTube.<sup>22</sup> With such a wide and captive audience, YouTube  
8 provides an excellent opportunity to share class action notices to an engaged audience. An estimated  
9 63 million impressions will be served across the platform using a mix of display and video.

10 22. AARP. AARP.org has 20 million monthly unique visitors, with its network delivering  
11 151 million monthly impressions.<sup>23</sup> AARP's visitor engagement is four-times higher than Forbes,  
12 Better Homes & Gardens, Everyday Health, and Travel + Leisure sites.<sup>24</sup> Visitors to AARP.org have  
13 a median age of 59 years, with 70% of viewers aged 50+. An estimated 754,000 impressions will be  
14 served across the platform.

15 23. Search Advertising. Search-based advertising places notice in front of users that are  
16 actively researching a topic. Utilizing Google Ads, a select list of keywords will be developed that are  
17 relevant to the litigation. When a user enters those keywords into the Google search bar, a short  
18 descriptive notice may appear above the results that would direct users to the Settlement Website.

19 **Print Media**

20 24. Summary of Paid Print Media. The notice program has shifted toward a greater  
21 emphasis on digital media and a reduced use of print media. There has been a “pronounced shift from  
22  
23

24 \_\_\_\_\_  
25 <sup>21</sup> <https://www.omnicoreagency.com/linkedin-statistics/> (April 15, 2022).

26 <sup>22</sup> Pew Research Center, Social Media Use in 2021, April 7, 2021,  
<https://www.pewresearch.org/internet/2021/04/07/social-media-use-in-2021/>

27 <sup>23</sup> <https://www.mediapost.com/publications/article/373806/aarp-makes-case-for-older-audiences.html>.

28 <sup>24</sup> comScore Jan-Jun2020.

1 print to digital”, with newspaper circulation falling by more than 55% from 2000 to 2020.<sup>25</sup> The recent  
 2 pandemic exacerbated the decline of print media.<sup>26</sup> After a review of print titles that performed well  
 3 against the Target Audience and cross referenced with each magazine’s demography, cost per  
 4 insertion, and publication schedule, The Notice Company determined that **People** magazine and  
 5 **Readers Digest** will provide the best opportunity to reach the intended audience in a cost-effective  
 6 manner.

7 25. **People Magazine.** **People** magazine has a circulation of approximately 2.5 million and  
 8 an estimated readership of 23.5 million.<sup>27</sup> The median age of readers is 49 years old, with 73% of  
 9 readers aged 35+.<sup>28</sup>

10 26. **Reader’s Digest.** **Reader’s Digest** has a circulation of 3 million and an audience of 13.1  
 11 million, with 88% of its readers aged 35+.<sup>29</sup> The median age of its readers is reported at 53.5 years.<sup>30</sup>

#### 12 Additional Notice

13 27. **Settlement Website.** The central focus of the online Notice Program will be the  
 14 informational, interactive Settlement Website to be established at **www.CRTclaims.com**. The website  
 15 will be accessible to members of the Settlement Class and will include copies of the Summary Notice,  
 16 the Detailed Notice, and relevant Court documents; and will provide answers to frequently asked  
 17 questions, as well as a toll-free phone number for class members to call for additional information.

18 \_\_\_\_\_  
 19 <sup>25</sup> “Internet Crushes Traditional Media: From Print to Digital: Service Annual Survey Shows  
 Continuing Decline in Print Publishing Revenue”, U.S. Census Bureau, June 7, 2022,  
<https://www.census.gov/library/stories/2022/06/internet-crushes-traditional-media.html>

20 <sup>26</sup> “Newspapers Have Been Struggling And Then Came The Pandemic”, **Forbes**, August 20, 2021,  
 21 <https://www.forbes.com/sites/bradadgate/2021/08/20/newspapers-have-been-struggling-and-then-came-the-pandemic/>

22 <sup>27</sup> The 2022 Media Kit for **People** shows a circulation of 3.4 million with a readership of 32 million.  
 “Circulation” refers to the number of copies of each issue distributed to the public. “Readership” or  
 23 “audience” captures pass-along readers and refers to the number of people who read each magazine  
 copy. In mid-2022 **People**’s publisher, Dotdash Meredith, informed advertisers that magazine  
 24 circulation had been reduced from 3.4 million to 2.5 million. See **New York Post** article at  
<https://nypost.com/2022/05/16/peoples-print-magazine-faces-closure-sources/>. Assuming that the  
 25 relationship between readership and circulation remains at approximately 9.4-to-1, **People**’s  
 readership would be 23.5 million.

26 <sup>28</sup> 2022 Media Kit for **People**.

27 <sup>29</sup> 2022 Media Kit for **Reader’s Digest**.

28 <sup>30</sup> See <https://lists.data-axle.com/market?page=research/datacard&id=355101>.

1 Claimants will be able to complete the claims process online or they may elect to download a Claim  
2 Form and submit their claim by mail. Key dates will be posted on the “Dates to Remember” and the  
3 “Frequently Asked Questions” pages of the website, including the deadlines for opt outs, objections  
4 and claim submissions, as well as the date of the Fairness Hearing. The Settlement Website will also  
5 provide information in Spanish.

6 28. Press Release – English and Hispanic. A press release will be distributed across PR  
7 Newswire’s US1 and Hispanic newlines to over 20,000 media contacts, to over 450 media contacts  
8 in the consumer electronics industry, and a message will be posted on PR Newswire’s Twitter feed  
9 focused on consumer electronics. The press release will provide cost effective coverage across  
10 English, Hispanic, and consumer electronic channels and provide an opportunity to be “picked up” by  
11 media outlets.

12 29. Magazine eNewsletters. A series of opt-in eNewsletters from magazines such as *Better*  
13 *Homes & Gardens*, *Family Handyman*, *Golf Digest*, *Southern Living*, and others index high among  
14 members of the Target Audience, meaning that the Target Audience is more likely to read those  
15 publications than the average adult. eNewsletters provide an excellent opportunity to get information  
16 about the litigation in front of potential class members as they check their emails each day.

17 30. Cable Television. Approximately 65% of the Target Audience and 77% of adults 55+  
18 are medium-to-heavy users of television. The Notice Program would include the following:

- 19 • Approximately 104 spots over a two-week period;
- 20 • A mix of 30-second and 60-second spots would run at different times throughout the  
21 day;
- 22 • Notices would run on networks such as FOX News Channel, MSNBC, Lifetime Movie,  
23 and others, to be determined on a programmatic basis;
- 24 • Exact schedule will be determined at the time of the media buy.

#### 25 SUMMARY OF NOTICE

26 31. Reach and Frequency. A media plan is often evaluated by its reach and frequency.  
27 Reach is the number or percent of persons expected to be exposed at least once to the notice. Frequency  
28

1 refers to the average number of times an individual is expected to be exposed to the notice. The  
2 proposed Notice Plan is designed to reach at least 85%, with a frequency of 3.04, of the Target  
3 Audience across multiple channels.

4 32. Estimated Total. The estimated cost of the foregoing Notice Program is approximately  
5 \$900,000.

6 33. Best Notice Practicable. In my opinion, the foregoing Notice Program constitutes the  
7 best notice practicable under the circumstances and complies fully with the requirements of Rule 23  
8 of the Federal Rules of Civil Procedure.

9 **CLAIMS ADMINISTRATION**

10 34. Additional Claims. The proposed notice program is expected to generate claims from  
11 the following categories of claimants: (A) claimants who amend their previously-filed claims, based  
12 primarily on purchases made in any of the nine states (the “New States”) that were not included in  
13 the settlement class for the Prior Settlements, (B) claimants who submit claims for the first time for  
14 purchases made in any of the New States, and (C) claimants who would have qualified to submit  
15 claims in the Prior Settlements but did not and now submit claims for the first time. Based on prior  
16 claims experience and the relative populations of the states involved, I expect an estimated total of  
17 75,000 claims to be submitted. This number of claims is in addition to the approximately 150,000  
18 End-User claims submitted in the Prior Settlements that will automatically be included in the  
19 proposed Settlement with Mitsubishi.

20 35. Estimated Costs of Administration. Claims administration, including online claims  
21 filings, claimant support and communications, reporting and project management, are estimated to  
22 total approximately \$500,000 to \$950,000 for the Mitsubishi settlement.

23 I declare under penalty of perjury that the foregoing is true and correct to the best of my  
24 knowledge.

25 Executed at Hingham, Massachusetts, this 18<sup>th</sup> day of August, 2022.

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28 JOSEPH M. FISHER



**DECLARATION OF JOSEPH M. FISHER**

**EXHIBIT A**

The Notice Company, Inc. 

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August 18, 2022

### **Summary of Experience and Expertise**

The Notice Company provides notice and administrative services in connection with class action and collective action lawsuits pending in state and federal courts around the United States. Our services include the dissemination of notices of pendency, settlement or judgment to class members by mail, email, online, social media and print publication. We manage the updating of address information, handle exclusion requests and objections, administer the claims process, facilitate class communications, distribute approved payments to class members, and implement *cy pres* programs.

Over the years, The Notice Company has developed and implemented notice programs and served as settlement administrator in a wide variety of cases with class membership sizes ranging from a few hundred to many millions. Our cases include the following:

#### **Federal Courts**

- \* *Abasi v. HCA-The Health Care Company, Inc.* (C.D. CA)
- \* *Alani v. FC Harris Pavilion Apartments Limited Partnership* (N.D. CA)
- \* *Aramburu v. Healthcare Financial Services, Inc.* (E.D. NY)
- \* *Brenner v. I.C. System, Inc.* (D. CT)
- \* *Brewer v. Village of Old Field* (E.D. NY)
- \* *Cagler v. Papa John's USA, Inc.* (W.D. NC)
- \* *In Re: Cathode Ray Tube (CRT) Antitrust Litigation* (N.D. CA)
- \* *In Re: Chi-Chi's, Inc.* (Bankr. D. DE)
- \* *In Re: Chocolate Confectionary Antitrust Litigation* (E.D. PA)
- \* *Coco v. Village of Belle Terre* (E.D. NY)
- \* *Dixon v. Hibbett Sporting Goods, Inc.* (N.D. MS)
- \* *Duronslet v. Transworld Systems, Inc.* (C.D. CA)
- \* *EEOC v. Cintas Corp.* (E.D. MI)
- \* *Fainbrun v. Chex Systems, Inc.* (E.D. NY)
- \* *Fasten v. Dun & Bradstreet Receivable Management Services, Inc.* (E.D. NY)
- \* *Hurwitz v. Ameriquest Recovery Services, LLC* (E.D. NY)
- \* *Knott v. Dollar Tree Stores, Inc.* (N.D. AL)
- \* *McCarthy v. Exterra Credit Recovery, Inc.* (S.D. NY)
- \* *McClain, et al., v. Morning Star, LLC* (W.D. NC)
- \* *McKenzie Law Firm, P.A. v. Ruby Receptionists, Inc.* (D. OR)
- \* *Moore v. Sank* (D. CT)
- \* *In re OSB Antitrust Litigation* (E.D. PA)
- \* *In re Risk Management Alternatives, Inc. Fair Debt Collection Practices Act Litigation* (S.D. NY)
- \* *Rowell v. Voortman Cookies, Ltd* (N.D. IL)

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- \* *Segelnick v. Risk Management Alternatives, Inc.* (E.D. NY)
- \* *Shimada v. Dun & Bradstreet* (C.D. CA)
- \* *Vega v. CBE Group, Inc.* (E.D. NY)
- \* *Weber v. Saint John's Health Center* (C.D. CA)
- \* *Weiss v. Regal Collections* (D. NJ)
- \* *Wood v. Village of Patchogue* (E.D. NY)

#### State Courts

- \* *Adams & Associates, P.C. v. Helena's Adventures In Travel, Inc.*  
(Oklahoma County, OK)
- \* *Aron v. U-Haul Co. of California & U-Haul International, Inc.*  
(Los Angeles County, CA)
- \* *Baker v. Lvovskiy d/b/a Quiznos Subshop* (Suffolk County, MA)
- \* *Beck v. Point Loma Patients Consumer Cooperative Corporation*  
(San Diego County, CA)
- \* *Bellotti v. Smiley Brothers, Inc. d/b/a Mohonk Mountain House*  
(Ulster County, NY)
- \* *Branch v. Princeton Park Homes, Inc.* (Cook County, IL)
- \* *Boccia v. U.B. Vehicle Leasing, Inc.* (Miami-Dade, FL)
- \* *Bonilla v. Starwood Hotels & Resorts Worldwide* (Los Angeles, CA)
- \* *Busse v. Motorola, Inc.* (Cook County, IL)
- \* *Calhoun v. Crossroads Hospitality, Inc.* (Cook County, IL)
- \* *Coulson v. Waldrep* (Los Angeles, CA)
- \* *Cuehlo v HNK, Sato v Genki Sushi USA* (1st Cir., HI)
- \* *Fay v. The Wackenhut Corporation* (San Mateo County, CA)
- \* *Fisher v. East Lake Management Group, Inc.* (Cook County, IL)
- \* *Foster v. Friendly Ice Cream Corporation* (Middlesex County, MA)
- \* *Friedman v. Samsung Electronics America, Inc.* (Bergen County, NJ)
- \* *Gabiola v. S.R.O. Operating Company, LLC* (Cook County, IL)
- \* *Gray v. Board of Education of The Township Of Hamilton, Mercer County*  
(Mercer County, NJ)
- \* *Haney v. The Pinnacle Condominium Association, Inc.* (Miami-Dade, FL)
- \* *Hill v. Hispanic Housing Development Corporation* (Cook County, IL)
- \* *Hubbs v. Red Robin International, Inc.* (Greene County, MO)
- \* *Johnson v. BH Management Services, LLC* (DuPage County, IL)
- \* *Johnson v. Houlihan's Restaurants, Inc.* (Kane County, IL)
- \* *Johnson v. RPH Management, Inc. d/b/a McDonald's Restaurant*  
(Tuscaloosa County, AL)
- \* *Karbelashvili v. Extreme Learning, Inc.* (Santa Clara County, CA)
- \* *Ketch, Inc. v. Royal Windows, Inc.* (Oklahoma County, OK)
- \* *Kinoshita v. Makena Hawaii, Inc.* (1st Cir., HI)
- \* *Kong v. Nova Cellular Co.* (Cook County, IL)
- \* *Lajqi v. Bar Taco Port Chester, LLC* (Westchester County, NY)
- \* *Liik v. New Jersey Civil Service Commission* (Mercer County, NJ)
- \* *Lucca v. Delops, Inc., d/b/a D'Angelo's Sandwich Shops* (Bristol County, MA)
- \* *Mavrikis v. MDwise Marketplace, Inc.* (Marion County, IN)
- \* *McAuliffe v. Bay State Gas Co.* (Plymouth County, MA)
- \* *Milex Electronics, Inc. v. Pitney Bowes Credit Corp.* (Suffolk County, NY)
- \* *MLC Mortgage Corp. v. Extol Mortgage Services, Inc.* (Oklahoma County, OK)
- \* *Novak v. Pacific Bioscience Laboratories, Inc.*, (Los Angeles County, CA)

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- \* *Padron v. Universal Protection Services, Inc.* (Orange County, CA)
- \* *Palomino v. Shop-Vac Corporation* (Bergen County, NJ)
- \* *Parker v. Water Tower Realty Management Company* (Cook County, IL)
- \* *Patterson v. JKLM, Inc. d/b/a McDonalds* (Rock Island County, IL)
- \* *Plum v. Bayer A.G.* (Seminole County, FL)
- \* *Prescott v. GMRI, Inc. d/b/a The Olive Garden Italian Restaurant*  
(Cumberland County, NC)
- \* *Rovner v. Forest City Residential Management, Inc.* (Cook County, IL)
- \* *Sarris v. Akzo Nobel Car Refinishes B.V.* (Essex County, MA)
- \* *Schwab v. America Online, Inc.* (Cook County, IL)
- \* *Sells v. Boyland Auto Orlando, LLC, d/b/a Mercedes Benz of South Orlando*  
(Orange County, FL)
- \* *Serrano v. Woodrow Wilson Gaitor* (Hartford Judicial District, CT)
- \* *Shalman v. World Real Estate* (Cook County, IL)
- \* *Shorb v. Draper & Goldberg, PLLC* (Frederick County, MD)
- \* *Snuffer v. Wal-Mart Stores, Inc.* (Raleigh County, WV)
- \* *Springer v. State of New York* (Court of Claims, NY)
- \* *Stein v. The Lorali Company* (Cook County, IL)
- \* *Summer v. Toshiba America Consumer Products, Inc.* (Bergen County, NJ)
- \* *Turner v. Heartland Housing, Inc.* (Cook County, IL)
- \* *Wasulko v. eRentPayment, LLC* (Larimer County, CO)
- \* *Welch v. Jascor, Inc., d/b/a McDonald's Restaurant* (Seneca County, NY)
- \* *Werkmeister v. Hardee's Restaurants, LLC* (Spartanburg County, SC)
- \* *White v. East Lake Management Group, Inc.* (Cook County, IL)
- \* *Williams v. Williamsbridge Restaurant Inc. d/b/a New Hawaii Sea Restaurant*  
(Bronx County, NY)
- \* *Zimmerman v. Michigan Avenue Hotel, LLC* (Cook County, IL)
- \* *Zmucki v. Extreme Learning, Inc.* (Santa Clara County, CA)

**DECLARATION OF JOSEPH M. FISHER**

**EXHIBIT B**

U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

**If You Bought a Cathode Ray Tube (CRT) or a TV or Computer Monitor That Contained a CRT You Could Get Money from a \$33 Million Settlement.**

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

**PLEASE READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER OR NOT YOU ACT.**

- This is the fifth legal notice in this litigation involving alleged overcharges on the price of Cathode Ray Tube (“CRT”) Products purchased indirectly from the Defendants. **A \$33 million settlement has been reached with Mitsubishi Electric Corporation (“New Settlement”).** This settlement is in addition to the previous nine settlements reached with Defendants Chunghwa, LG, Philips, Panasonic, Hitachi, Toshiba, Samsung SDI, Thomson, and Technologies Displays America (the “Prior Settlements”).
- “CRT Products” include CRTs and products containing CRTs, such as televisions and computer monitors. “Indirectly” means that you purchased the CRT Product from someone other than the manufacturer of the CRT Product. For example, you bought a CRT television from a retailer, such as Best Buy, or a CRT monitor from Dell.
- You can make a claim for money if you indirectly purchased CRT Products, for your own use and not for resale, in Arizona, Arkansas, California, the District of Columbia, Florida, Hawaii, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia or Wisconsin (the “Settlement Class”). The purchase must have been made in one of these states but you do not have to be a resident of these states. Purchases in Missouri, Montana and Rhode Island must have been made primarily for personal, family or household purposes.
- Purchasers in nine additional states are included in the New Settlement that were not included in the Prior Settlements. Those states are Arkansas, Massachusetts, Missouri, Montana, New Hampshire, Oregon, Rhode Island, South Carolina, and Utah.
- Sony Corporation is **not** a defendant and is **not** alleged to have participated in the conspiracy. Purchases of Sony® branded CRT Products are **not** eligible to be included in claims filed under the New Settlement. All other brands of CRT Products are eligible.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THE NEW SETTLEMENT</b>	
<b>SUBMIT A CLAIM BY _____, 2023</b>	If you submitted a valid claim in the Prior Settlements and you do not submit a claim in the New Settlement, then your prior claim will automatically be submitted in the New Settlement. <i>See</i> Question 9 below. If you want to submit a claim for purchases of CRT Products that were <b>not</b> included in your valid claim in the Prior Settlements, you must submit a claim to receive a payment from the New Settlement. Your claim should include ALL eligible purchases of CRT Products including those you previously claimed in the Prior Settlements.
<b>OBJECT BY _____, 2023</b>	You can file an objection with the Court explaining why you disagree with the New Settlement, the plan of distribution, the requested attorneys’ fees and litigation expenses, and/or the Class Representative awards. <i>See</i> Question 17.
<b>GO TO THE HEARING ON _____, 2023</b>	Ask to speak to the Court about the New Settlement. <i>See</i> Questions 18 and 20.
<b>EXCLUDE YOURSELF BY _____, 2023</b>	Excluding yourself from the Settlement Class is the only option that allows you to individually sue Mitsubishi Electric Corporation about the claims in this case. <i>See</i> Questions 12 and 13.

<b>DO NOTHING</b>	If you submitted a valid claim in the Prior Settlements and you have no additional CRT Product purchases to claim, you need not do anything and your previously-submitted valid claim will automatically be submitted in the New Settlement. If you did <b>not</b> submit a valid claim in the Prior Settlements, or if you have additional CRT Products not previously claimed, then you must submit a claim now. If you do nothing, then you will <b>not</b> receive payment from the New Settlement for CRT Products not previously claimed and you will give up any rights you currently have to separately sue Mitsubishi Electric for the conduct that is the subject of this litigation.
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These rights and options – **and the deadlines to exercise them** – are explained in this Notice.



**WHAT THIS NOTICE CONTAINS**

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## BASIC INFORMATION

### 1. What is this Notice about?

This Notice is to inform you about a New Settlement that has been reached which may affect your rights, including your right to file a claim, object to, or exclude yourself from the New Settlement. You have the right to know about the New Settlement and about your legal rights and options before the Court decides whether to approve the New Settlement.

**Settlement Class members are now eligible to file a claim to get a payment from the New Settlement (see Question 11).**

The Court in charge is the United States District Court for the Northern District of California. The case is called *In re: Cathode Ray Tube (CRT) Antitrust Litigation*, MDL No. 1917. The New Settlement relates to claims against Mitsubishi Electric Corporation in *Luscher, et al. v. Mitsubishi Electric Corp.*, Case No. 17-cv-04067-JST (“the Action”). The people and businesses that sued are called the Plaintiffs, and the companies they sued are called the Defendants (see Question 6).

### 2. What is a Cathode Ray Tube (“CRT”)?

Cathode Ray Tubes (“CRTs”) are a display technology that was widely used in televisions and computer monitors. Before LCD, Plasma and LED display technologies became popular, CRTs were the main technology used in displays. There are two main types of CRTs: Color Display Tubes (“CDTs” or “Monitor Tubes”), which were used to manufacture computer monitors, and Color Picture Tubes (“CPTs” or “TV Tubes”), which were used to manufacture televisions. This is what a CRT looks like:



### 3. What is a CRT Product?

For the purposes of the lawsuit and the New Settlement, “CRT Products” means products containing Cathode Ray Tubes, such as televisions and computer monitors. This is what a CRT Product looks like:

**CRT Monitor:**



**CRT Television:**



**4. What is the lawsuit about?**

The lawsuit claims that Mitsubishi Electric Corporation conspired with other CRT manufacturers to fix the prices of CRTs from March 1, 1995 to November 25, 2007, resulting in overcharges to people and businesses that bought CRT Products, such as televisions and computer monitors. Mitsubishi Electric and its alleged co-conspirators deny these claims. The Court has not decided who is right.

The Court previously approved settlements with Chunghwa Picture Tubes Ltd. on March 22, 2012, LG Electronics on April 18, 2014, and Philips, Panasonic, Hitachi, Toshiba, Samsung SDI, Thomson, and TDA on July 13, 2020. The total amount of these Prior Settlements is \$547,750,000. The New Settlement with Mitsubishi Electric Corporation provides an additional \$33,000,000. The Court still has to decide whether to approve the New Settlement. Based on IPP Counsel's experience and their knowledge of the law and the facts in this case, they believe the proposed New Settlement is fair and reasonable, and is in the best interests of class members.

**5. What is a class action?**

In a class action, one or more persons or businesses called class representatives sues on behalf of a group or

a “class” of others with similar claims. If the Court determines that a case should proceed as a class action, everyone’s claims can be combined into a single proceeding, creating efficiencies for the parties and the courts. In a class action, the court resolves the issues for all class members except those who exclude themselves from the Class.

## WHO IS INCLUDED IN THE LAWSUIT?

### 6. Who are the Defendant and its alleged co-conspirators?

The “Defendant” is **Mitsubishi Electric Corporation**, a manufacturer and/or seller of CRTs.

The Defendant’s alleged co-conspirators (the “Defendants” or “Alleged Co-Conspirators”) are other CRT manufacturers that are alleged to have conspired with Defendant to fix CRT prices, and which Plaintiffs also sued:

- Chunghwa Picture Tubes Ltd.; Chunghwa Picture Tubes (Malaysia) SDN. BHD (“Chunghwa”);
- LG Electronics Inc.; LG Electronics USA, Inc.; LG Electronics Taiwan Taipei Co., Ltd. (“LG”);
- Koninklijke Philips N.V. (f/k/a Koninklijke Philips Electronics N.V.); Philips Electronics North America Corporation; Philips Taiwan Limited (f/k/a Philips Electronics Industries (Taiwan), Ltd.); Philips do Brasil, Ltda. (f/k/a Philips da Amazonia Industria Electronica Ltda.) (collectively “Philips”);
- Panasonic Corporation (f/k/a Matsushita Electric Industrial Co., Ltd.); Panasonic Corporation of North America; MT Picture Display Co., Ltd.; and an affiliate of Panasonic Corporation, Beijing Matsushita Color CRT Co., Ltd. (collectively “Panasonic”);
- Hitachi, Ltd.; Hitachi Displays, Ltd. (n/k/a Japan Display Inc.); Hitachi Electronic Devices (USA), Inc.; Hitachi Asia, Ltd.; Hitachi America, Ltd. (“Hitachi”);
- Toshiba Corporation; Toshiba America Information Systems, Inc.; Toshiba America Consumer Products, L.L.C.; Toshiba America Electronic Components, Inc. (“Toshiba”);
- Samsung SDI Co. Ltd; Samsung SDI America, Inc.; Samsung SDI Brasil, Ltda.; Tianjin Samsung SDI Co., Ltd.; Shenzhen Samsung SDI Co., Ltd; Samsung SDI Malaysia Sdn. Bhd; Samsung SDI Mexico S.A. de C.V. (“Samsung SDI”);
- Technicolor SA (f/k/a Thomson SA); Technicolor USA, Inc. (f/k/a Thomson Consumer Electronics, Inc.) (“Thomson”);
- Technologies Displays Americas LLC (f/k/a Thomson Americas LLC) (“TDA”);
- LG.Philips Displays, a/k/a LP Displays International, Ltd.;
- IRICO Group Corporation; IRICO Display Devices Co., Ltd.; and IRICO Group Electronics Co., Ltd.;
- Thai CRT Company, Ltd.;
- Samtel Color, Ltd.;
- Orion Electric Company, Ltd.; and
- Videocon Industries, Ltd.

### 7. How do I know if I am in the Settlement Class?

The New Settlement has recovered money (“damages”) for consumers who indirectly purchased CRT Products in 30 states and the District of Columbia (the “Settlement Class”). These states and the District of Columbia (together the “States”) have antitrust and/or consumer protection laws permitting consumers to sue for damages for antitrust violations.

The “Settlement Class” includes:

- All persons or business entities who or which indirectly purchased in Arizona, Arkansas, California, District of Columbia, Florida, Hawaii, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin, for their own use and not for resale, CRTs or CRT Products manufactured or sold by the Defendant or any Alleged Co-Conspirator (listed in Question 6);
- All persons or business entities who or which indirectly purchased in Missouri or Montana, for their own use and not for resale, and primarily for personal, family, or household purposes, CRTs or CRT Products manufactured or sold by the Defendant or any Alleged Co-Conspirator (listed in Question 6);
- All natural persons who indirectly purchased in Rhode Island, for their own use and not for resale, and primarily for personal, family, or household purposes, CRTs or CRT Products manufactured or sold by the Defendant or any Alleged Co-Conspirator (listed in Question 6).

The purchase must have been made in one of the States. You do not have to be a resident of one of the States to qualify as a member of the Settlement Class. Those who purchased CRTs or CRT Products for resale (“resellers”) are **not** included in the Settlement Class.

**IMPORTANT:** The Settlement Class includes nine states that were not included in the settlement class for the Prior Settlements. The nine new states are: Arkansas, Massachusetts, Missouri, Montana, New Hampshire, Oregon, Rhode Island, South Carolina and Utah.

**The Class Period:** In order to bring a claim, you must have purchased the CRT Product(s) between March 1, 1995 and November 25, 2007. However, Hawaii, Nebraska and Nevada have slightly shorter class periods.

- Purchases of CRT Products in Hawaii must have been made between June 25, 2002 and November 25, 2007.
- Purchases of CRT Products in Nebraska must have been made between July 20, 2002 and November 25, 2007.
- Purchases of CRT Products in Nevada must have been made between February 4, 1999 and November 25, 2007.

**Exclusions:**

- Specifically excluded from the Settlement Class are the Defendant; its officers, directors or employees; any entity in which the Defendant has a controlling interest; and, any of the Defendant’s affiliates, legal representatives, heirs or assigns.
- Also excluded are the Alleged Co-Conspirators, any federal, state or local government entities, any judicial officer presiding over this action and members of his/her immediate family and judicial staff, and any juror assigned to this action.
- Sony Corporation is not a defendant and purchases of Sony® branded CRTs and CRT Products are excluded from the New Settlement.

The specific class definitions are available at [www.CRTclaims.com](http://www.CRTclaims.com).

## THE NEW SETTLEMENT’S BENEFITS

### 8. What does the New Settlement provide?

The New Settlement provides that Mitsubishi Electric Corporation will pay Thirty Three Million Dollars (\$33,000,000) to Plaintiffs in exchange for a release of the class claims against it. The New Settlement is being presented to the Court for approval. The Court has previously approved nine settlements totaling \$547,750,000.

The Settlement Fund of \$33,000,000 will be used to pay eligible claimants who purchased CRT Products in

the jurisdictions listed in Question 7 based on an allocation plan described in Question 9. Any interest earned on the Settlement Fund will be added to the Settlement Fund. The cost to administer the New Settlement as well as attorneys' fees, litigation expenses and payments to the Class Representatives will be paid from the Settlement Fund (*see* Question 16).

The Settlement Agreement and the papers filed in support of the New Settlement are available for review and download at [www.CRTclaims.com](http://www.CRTclaims.com), or you can request copies by calling 1-800-xxx-xxxx.

### **9. How much money can I get?**

A plan has been submitted to the Court proposing a method for distributing the Settlement Fund to the Settlement Class Members.

- Settlement Class Members who submitted a valid claim in the Prior Settlements and do not submit a claim for additional CRT purchases in the New Settlement ("Prior Claimants") will be deemed to have filed a claim in the New Settlement without any further action taken by that claimant.
- If your claim in the Prior Settlements was denied, then it will not be automatically submitted in the New Settlement.
- If your claim in the Prior Settlements was only partially accepted, then your valid claim consists only of the accepted portion of your prior submission. Only valid claims from the Prior Settlements are automatically submitted in the New Settlement. For example, if you previously submitted a claim for six (6) CRT computer monitors and only four (4) monitors were accepted in the Prior Settlements, then only your valid claim for four (4) CRT computer monitors will be automatically submitted in the New Settlement.
- Reseller claims submitted in the Prior Settlements do not qualify; only end-user claims qualify to be submitted in the New Settlement.
- Settlement Class Members who submitted valid claims after the applicable claims deadlines passed for the Prior Settlements ("Late Claimants") will be treated the same as Prior Claimants for the purposes of the New Settlement.
- All other Class Members, including those who did not previously submit a claim in the Prior Settlements and those who did previously submit a claim and now want to claim for additional CRT purchases, should submit a claim in the New Settlement in order to receive their pro-rata share of the Settlement Fund.
- If you submit a claim for additional CRT purchases in the New Settlement, then your claim in the Prior Settlements will NOT be automatically submitted in the New Settlement. Any claim you submit in the New Settlement must include ALL of your qualifying CRT purchases: those previously claimed plus any additional purchases. Submitting a claim in the New Settlement will not replace or change your claim in the Prior Settlements.

As with the Prior Settlements, payments to claimants will be determined on an adjusted pro-rata basis. This means that payment amounts will be based on the number of valid claims filed and on the number and type of CRT Products purchased. Based on data obtained during the course of the litigation, claims for different types of CRT Products will be weighted as follows:

- Claims for purchases of Standard CPTs or CRT Televisions (screen size of less than 30 inches) will be weighted as 1 CRT unit;
- Claims for purchases of Large CPTs or CRT Televisions (screen size of 30 inches or larger) will be weighted as 4.3 CRT units; and
- Claims for purchases of CDTs or CRT Computer Monitors will be weighted as 3 CRT units.

Each new claim will be assigned a weighted CRT unit count based on the types of CRT Products purchased, as described above. For example, a Settlement Class Member that purchased two Standard CRT televisions (2 x 1 CRT unit) and one CRT monitor (3 CRT units) would have five CRT units (2 + 3 = 5). A Settlement Class Member that purchased five CRT monitors (5 x 3 = 15 CRT units) and two Large CRT televisions (4.3 x 2 = 8.6 CRT

units) would have 23.6 CRT units ( $15 + 8.6 = 23.6$ ). This is the same methodology approved by the Court for the Prior Settlements.

At this time, it is unknown exactly how much money each Settlement Class Member will recover because it will depend on how many valid claims are submitted. It is expected that a minimum payment of \$10 will be made to all Class Members who submit a valid claim, including claims that are simply carried over from the Prior Settlements.

The maximum payment will be three times the estimated money damages for each claimant, subject to a \$10 minimum payment. The plan of distribution is subject to final Court approval and it is possible that the Court may order changes to the plan of distribution. Any changes to the plan of distribution may result in changes to the amount you ultimately receive from the New Settlement. Please continue to check the website for information about changes to the plan of distribution.

More details about the anticipated distribution of the Settlement Fund are available in the papers filed with the Court in support of settlement approval, which are available on the settlement website, [www.CRTclaims.com](http://www.CRTclaims.com).

The Claim Form provides additional details on how to submit a claim. Further information is available at [www.CRTclaims.com](http://www.CRTclaims.com) or by calling 1-800-xxx-xxxx.

#### **10. When will I get a payment?**

Payments will be distributed after the Court grants final approval to the New Settlement and after any appeals are resolved. If the Court approves the New Settlement after the hearing on **xxxxxx, 2023**, there may be appeals. We do not know how much time it could take to resolve any appeals that may be filed.

### **HOW TO GET A PAYMENT**

#### **11. How can I get a payment?**

If you (i) are a member of the Settlement Class; (ii) did not submit a claim in connection with the Prior Settlements **or** did make a claim in connection with the Prior Settlements but want to make a new claim based on additional purchases of CRT Products not included in your original claim (for example, purchases you made in states not included in the Prior Settlements), you must complete and submit a Claim Form. We strongly encourage you to submit a claim online at [www.CRTclaims.com](http://www.CRTclaims.com) because it reduces administrative costs, leaving more money for distribution to class members. If you do not file online, you can submit a claim by mail.

If you submitted a valid claim in connection with the Prior Settlements and you do not submit a claim in the New Settlement, then your valid claim in the Prior Settlements will be automatically submitted in the New Settlement without further action by you. *See* Question 9 above. Late Claims submitted after the deadline for the Prior Settlements but which are otherwise valid are considered a “valid claim” for the purposes of the New Settlement and need not be resubmitted unless you wish to submit a claim for additional purchases of CRT Products.

The Claim Form can be found and completed or downloaded at [www.CRTclaims.com](http://www.CRTclaims.com), or you can obtain a copy by calling, toll free, 1-800-xxx-xxxx. If you choose to submit your claim online, you must do so on or before **xxxxxx, 2023**. If you choose to submit a Claim Form by mail, it must be postmarked by **xxxxxx, 2023**, and mailed to:

CRT Claims  
c/o The Notice Company  
P.O. Box 778  
Hingham, MA 02043

### **RIGHT TO EXCLUDE YOURSELF**

#### **12. Do I have a right to exclude myself from the Settlement Class?**

Yes. If you are a Settlement Class Member and you wish to keep your right to sue Mitsubishi Electric Corporation



about the claims alleged and settled in this case (*see* Questions 4 and 7), you must exclude yourself from the Settlement Class. You will not get any money from the New Settlement if you exclude yourself. You may not submit a Claim Form if you exclude yourself from the New Settlement. Requests for exclusion from the Settlement Class in the New Settlement will not result in exclusion from the Prior Settlements.

**13. How do I exclude myself from the Settlement Class?**

If you choose to exclude yourself from the Settlement Class in the New Settlement and keep your right to sue Mitsubishi Electric Corporation on your own, you must send a letter that includes the following:

- Your name, address and telephone number;
- A statement saying that you request exclusion from the Settlement Class and do not wish to participate in the settlement with Mitsubishi Electric Corporation in *Luscher, et al. v. Mitsubishi Electric Corp.*, Case No. 17-cv-04067-JST; and
- Your signature.

You must mail your exclusion request, postmarked no later than **xxxxx, 2031**, to:

CRT Indirect Exclusions  
c/o The Notice Company  
P.O. Box 778  
Hingham, MA 02043

**REMAINING IN THE SETTLEMENT CLASS**

**14. What am I giving up if I stay in the Settlement Class?**

If you do not exclude yourself from the Settlement Class, you will have given up your right to sue Mitsubishi Electric Corporation on your own for the claims alleged and settled in this case (*see* Questions 4 and 7) and you will be bound by the New Settlement and all subsequent proceedings, orders and judgments in this lawsuit. In consideration of the Settlement Amount (*see* Question 8), Settlement Class members will release Mitsubishi Electric Corporation (and certain related entities defined in the Settlement Agreement) from all claims arising under any federal law or under the laws of any of the 30 States or the District of Columbia relating to the facts underlying the Action, as more fully described in the Settlement Agreement.

The Settlement Agreement describes the released claims in detail, so read it carefully since the Settlement Agreement is binding on you. If you have any questions, you may call the toll-free number, **1-800-xxx-xxxx**, and speak to the Settlement Administrator for free. You may also consult your own lawyer at your own expense. The Settlement Agreement and the specific release are available at [www.CRTclaims.com](http://www.CRTclaims.com).

**THE LAWYERS REPRESENTING YOU**

**15. Do I have a lawyer representing me?**

The Court has appointed Trump, Alioto, Trump & Prescott LLP, 2001 Union Street, Suite 482, San Francisco, CA 94123, to represent you as “Class Counsel” for the Settlement Class. You do not have to pay Class Counsel separately. Class Counsel will seek compensation by asking the Court for a share of the settlement proceeds. If you want to be represented by your own lawyer, and have that lawyer appear in court for you in this case, you may hire one at your own expense.

**16. How will the lawyers be paid?**

Class Counsel will ask the Court for attorneys’ fees based on their work on this litigation in the amount of one-third of the \$33,000,000 Settlement Fund (\$11,000,000), plus reimbursement of their litigation expenses. Class

Counsel will also request awards of \$2,000 to each of the Class Representatives who helped the lawyers on behalf of the Classes. Any payment to the attorneys or the Class Representatives will be subject to Court approval, and the Court may award less than the requested amount. Any award of attorneys' fees, litigation expenses and Class Representative awards that the Court orders, plus the costs to administer the Settlements, will come out of the Settlement Fund and are subject to Court approval.

The attorneys' motion for fees, litigation expenses and Class Representative awards will be filed on or before **xxxxx, 2023**. The motion will be posted on the website at [www.CRTclaims.com](http://www.CRTclaims.com).

**OBJECTING TO OR COMMENTING ON THE NEW SETTLEMENT,  
PLAN OF DISTRIBUTION, ATTORNEYS' FEES AND LITIGATION EXPENSES,  
AND AWARDS TO CLASS REPRESENTATIVES**

**17. How do I object or comment on the New Settlement?**

You can ask the Court to deny approval by filing an objection to the New Settlement. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. 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 decide to object to the New Settlement, you must do so in writing. The written objection must include the following information:

- Your name, address, telephone number, and if you are being assisted by a lawyer, their name, address and telephone number;
- The Action name and number (*Luscher, et al. v. Mitsubishi Electric Corp.*, Case No. 17-cv-04067-JST, MDL No. 1917);
- Proof of membership in the class;
- A brief but specific explanation of your reasons for objecting; and
- Your signature.

The objection must be submitted to the Court either by mailing it to the Class Action Clerk at the address below, or by filing it in person at any location of the United States District Court for the Northern District of California. **The objection must be filed with the Court or postmarked on or before xxxxx, 2023:**

COURT
Class Action Clerk United States District Court for the Northern District of California 1301 Clay Street, Suite 400 S Oakland, CA 94612

**THE FAIRNESS HEARING**

**18. When and where will the Court consider the New Settlement, the plan of distribution, request for attorneys' fees and litigation expenses, and awards to Class Representatives?**

The Court is scheduled to hold a Fairness Hearing to consider the New Settlement at **xx:xx p.m.** on **xxxxx, 2023**, at the United States District Court for the Northern District of California, Courtroom 6, 2nd Floor, 1301 Clay Street, Oakland, CA 94612. The hearing may be conducted in person or it may be conducted

using a video-conferencing technology. The hearing may be moved to a different date or time without additional notice, so you should check the website [www.CRTclaims.com](http://www.CRTclaims.com) for current information.

At this hearing the Court will consider whether the New Settlement is fair, reasonable, and adequate. The Court will also consider the plan of distribution, and the requests for attorneys' fees, litigation expenses and awards to Class Representatives. If there are objections or comments, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the New Settlement, the plan of distribution and the requests for attorneys' fees, litigation expenses and awards to Class Representatives. We do not know how long these decisions will take.

**19. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. 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. If you file an objection or comment, you do not have to come to Court to talk about it. As long as you filed your written objection on time, your objection will be presented to the Court for its consideration.

**20. May I speak at the hearing?**

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file a "Notice of Intent to Appear in *In re: Cathode Ray Tube (CRT) Antitrust Litigation*, MDL No. 1917." Be sure to include your name, address, telephone number and your signature. Your Notice of Intent to Appear must be submitted to the Court either by mailing it to the Class Action Clerk at the address in Question 17, or by filing it in person at any location of the United States District Court for the Northern District of California no later than **xxxxx, 2023**. You cannot speak at the hearing if you excluded yourself from the Settlement Class.

>> **If the hearing is conducted virtually, instructions for attending the hearing via Zoom will be available on the Court's web page: <https://cand.uscourts.gov/judges/tigar-jon-s-jst/>.**

**GET MORE INFORMATION**

**21. Where can I get more information?**

This notice summarizes the New Settlement. For the precise terms and conditions of the New Settlement, please see the Settlement Agreement available at [www.CRTclaims.com](http://www.CRTclaims.com). We encourage you to check this website regularly for developments in this case. You can also get more information about the settlements in the litigation by:

- Calling 1-800-xxx-xxxx;
- Writing to CRT Questions, c/o The Notice Company, P.O. Box 778, Hingham, MA 02043;
- Accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>; or
- Visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 1301 Clay Street, Suite 400 S, Oakland, CA 94612, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

**ALL INQUIRIES CONCERNING THIS NOTICE  
SHOULD BE MADE TO THE SETTLEMENT ADMINISTRATOR**

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE**

**DECLARATION OF JOSEPH M. FISHER**

**EXHIBIT C**

<p style="text-align: center;"><b>If You Bought Cathode Ray Tubes or Products containing Cathode Ray Tubes</b></p> <p style="text-align: center;"><b>Get Money from \$33 Million Settlement</b></p> <p style="text-align: center;"><b>Simple Online Claim Form Takes 3-5 Minutes</b></p>	<p>A class action Settlement has been reached with Mitsubishi Electric Corporation involving <b>Cathode Ray Tubes (“CRTs”)</b>, a display device that was the main component in TVs and computer monitors. The lawsuit claims that Mitsubishi Electric conspired with other CRT manufacturers to fix the prices of CRTs, causing consumers to pay more for CRTs and products containing CRTs, such as TVs and computer monitors (“CRT Products”).</p> <p style="text-align: center;"><b>Who is included in the Settlement?</b></p> <p>Individuals and businesses who or which:</p> <ul style="list-style-type: none"> <li>Indirectly purchased a CRT Product, such as a CRT television or CRT computer monitor, in AZ, AR, CA, FL, HI, IA, KS, MA, ME, MI, MN, MO, MS, MT, NE, NH, NV, NM, NY, NC, ND, OR, RI, SC, SD, TN, UT, VT, WV, WI, or the District of Columbia between March 1, 1995 and November 25, 2007 (HI, NE and NV have shorter claim periods);</li> <li>For their own use and not for resale.</li> </ul> <p>Purchases in MO, MT and RI must have been made primarily for personal, family, or household purposes. Indirectly purchased means you purchased any brand of CRT Product (except Sony) from someone other than the manufacturer of the CRT Product, such as a retailer like Best Buy or Costco. Purchases made directly from Mitsubishi Electric or an alleged co-conspirator are not included (alleged co-conspirators are listed at <a href="http://www.CRTclaims.com">www.CRTclaims.com</a> or by calling 1-800-xxx-xxxx).</p> <p style="text-align: center;"><b>What does the Settlement provide?</b></p> <p>Mitsubishi Electric has agreed to pay \$33 million to settle the claims against it. Qualifying individuals and businesses that purchased CRT Products in the above-listed states are eligible to file a claim. You must have purchased in one of those states, but you do not have to be a resident of one of those states.</p> <p>The amount of money you will receive depends on the type and quantity of CRT Products you purchased and the total number of claims made. Eligible claimants are expected to receive a minimum payment of \$10. More information is available at <a href="http://www.CRTclaims.com">www.CRTclaims.com</a> or by calling 1-800-xxx-xxxx.</p> <p style="text-align: center;"><b>How can I get a payment?</b></p> <p>Claim online or by mail by <b>XXXX xx, 2023</b>. The simple online Claim Form only takes 3-5 minutes for most individuals. If you previously submitted a valid claim as an end user for indirect purchases of CRT Products in related prior settlements (<i>In re: Cathode Ray Tube (CRT) Antitrust Litigation</i>, MDL No. 1917 (N.D. CA)), you do not have to resubmit your claim to benefit from this Settlement unless you have additional purchases to claim.</p> <p style="text-align: center;"><b>What are my rights?</b></p> <p>If you do nothing, you will be bound by the Court’s decisions. If you want to keep your right to sue Mitsubishi Electric, you must send a written request to the Class Administrator for exclusion from the Settlement Class by <b>XXXX xx, 2023</b>. The Court will exclude any class member who timely requests exclusion. If you stay in the Settlement Class, you may object to the Settlement by <b>XXXX xx, 2022</b>.</p> <p>The Court will hold a hearing on <b>XXXX xx, 2023</b> at <b>xx:xx p.m.</b> to consider whether to approve the Settlement and a request for attorneys’ fees up to one-third of the Settlement Fund, plus reimbursement of litigation expenses, and awards to Class Representatives. This date may change so please check the website. You or your own lawyer may appear and speak at the hearing at your own expense.</p>
<p style="text-align: center;"><b>For More Information:</b></p>	<p>For details on how to make a claim, exclude yourself, or object, visit the settlement website: <a href="http://www.CRTclaims.com">www.CRTclaims.com</a>. You may also write to:                  CRT Class Administrator, c/o The Notice Company, P.O. Box 778, Hingham, MA 02043                  or call 1-800-xxx-xxxx</p> <p style="text-align: center;">Para una notificacion en Espanol, llamar o visitar nuestro website.                  PLEASE DO NOT CONTACT THE COURT</p>

**DECLARATION OF JOSEPH M. FISHER**

**EXHIBIT D**

## Email Notice

Subject: Important Legal Notice - You Could Get Money from a Settlement Involving TVs and Computer Monitors

This Notice is authorized by the U.S. District Court for the Northern District of California in the case entitled *In re: Cathode Ray Tube (CRT) Antitrust Litigation*, MDL No. 1917. This is not a solicitation from a lawyer.

**For complete information visit the settlement website: [www.CRTclaims.com](http://www.CRTclaims.com)**

A class action Settlement has been reached with Mitsubishi Electric Corporation involving Cathode Ray Tubes (“CRTs”), a display device that was the main component in TVs and computer monitors. The lawsuit claims that Mitsubishi Electric conspired with other CRT manufacturers to fix the prices of CRTs, causing consumers to pay more for CRTs and products containing CRTs, such as TVs and computer monitors (“CRT Products”).

If you indirectly bought televisions, computer monitors, or other products containing CRTs, you could get money from this Settlement totaling \$33 million.

“Indirectly” means that you purchased the CRT Product from someone other than the manufacturer of the CRT Product. For example, you bought a CRT television from a retailer, such as Best Buy, or a CRT monitor from Dell.

A Simple Online Claim Form and more detailed notice of the Settlements is available online at <active link> [www.CRTclaims.com](http://www.CRTclaims.com) </active link> or by calling toll-free at 1-800-xxx-xxxx.

If you previously submitted a valid claim as an end user for indirect purchases of CRT Products in related prior settlements (*In re: Cathode Ray Tube (CRT) Antitrust Litigation*, MDL No. 1917 (N.D. CA)), you do not have to resubmit your claim to benefit from this Settlement unless you have additional purchases to claim.

The amount of money you will receive depends on the type and quantity of CRT Products you purchased and the total number of claims made. Eligible claimants are expected to receive a minimum payment of \$10.

Please read the notice carefully. Your legal rights may be affected whether or not you act.

You can make a claim for money if you indirectly purchased CRT Products, for your own use and not for resale, in Arizona, Arkansas, California, the District of Columbia, Florida, Hawaii, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico,



New York, North Carolina, North Dakota, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia or Wisconsin (the "Settlement Class").

The purchase must have been made in one of these states but you do not have to be a resident of these states. Purchases in Missouri, Montana and Rhode Island must have been made primarily for personal, family or household purposes.

Purchasers in nine additional states are included in this Settlement with Mitsubishi Electric Corporation that were not included in prior settlements involving indirect purchases of CRT Products. The nine additional states are: Arkansas, Massachusetts, Missouri, Montana, New Hampshire, Oregon, Rhode Island, South Carolina, and Utah.

**Be sure to check your eligibility by going to <active link>  
www.CRTclaims.com </active link>.**

If you do nothing, you will be bound by the Court's decisions. If you want to keep your right to sue Mitsubishi Electric, you must send a written request to the Class Administrator for exclusion from the Settlement Class by XXXX xx, 2023. The Court will exclude any class member who timely requests exclusion. If you stay in the Settlement Class, you may object to the Settlement by XXXX xx, 2022.

The Court will hold a hearing on XXXX xx, 2023 at xx:xx p.m. to consider whether to approve the Settlement and a request for attorneys' fees up to one-third of the Settlement Fund, plus reimbursement of litigation expenses, and awards to Class Representatives. This date may change so please check the website. You or your own lawyer may appear and speak at the hearing at your own expense.

**Questions? Visit the settlement website at [www.CRTclaims.com](http://www.CRTclaims.com)**

You may also contact us as follows:

CRT Claims Administrator  
c/o The Notice Company  
P.O. Box 778  
Hingham, MA 02043  
1-800-xxx-xxxx

Para una notificación en Español, llamar o visitar nuestro website.  
PLEASE DO NOT CONTACT THE COURT

**DECLARATION OF JOSEPH M. FISHER**

**EXHIBIT E**

**In Re: Cathode Ray Tube (CRT) Antitrust Litigation (MDL No. 1917)**

(U.S. District Court for the Northern District of California)

**MITSUBISHI ELECTRIC SETTLEMENT  
CATHODE RAY TUBE (CRT) INDIRECT PURCHASER CLAIM FORM  
Deadline for Submission is \_\_\_\_\_, 2023**

**GENERAL INSTRUCTIONS & DEFINITIONS**

This Claim Form is for the Mitsubishi Electric Settlement (“**New Settlement**”) in the Cathode Ray Tube (“**CRT**”) indirect purchaser litigation. Your claim must be submitted online, or mailed and postmarked, on or before \_\_\_\_\_, 2023. **Additional information is provided in the Detailed Notice of Settlement, available at [www.CRTclaims.com](http://www.CRTclaims.com).**

The New Settlement **includes** indirect purchases of **CRT Products manufactured by Mitsubishi AND by other companies**. Only Sony® branded CRT Products are NOT eligible to be included in this case. All other brands of CRT Products are eligible.

**What are CRT Products?** CRT Products include Cathode Ray Tubes (“**CRTs**”) and products containing CRTs, such as televisions and computer monitors. **What is an “Indirect” Purchase?** “Indirect” means that you purchased the CRT Product from someone other than the manufacturer of the CRT Product. For example, you bought a CRT television from a retailer, such as Best Buy, or a CRT monitor from Dell. **See the Detailed Notice for additional information.**

**Who should submit a claim in the New Settlement?**

- **First-time Claimants:** If you did *not* submit a claim in prior settlements involving indirect purchases of CRT Products (“**Prior Settlements**”) or you submitted a claim that was denied (“**Invalid Claim**”), then you are considered a “**First-time Claimant**.” **You must complete and submit a Claim Form in order to get a payment from the New Settlement.**
- **Prior Claimants:** If you (or someone on your behalf) submitted a Claim that was not denied in the Prior Settlements (“**Valid Claim**”) **and** you do not have any additional purchases on which to base claims in the New Settlement, you are considered a “**Prior Claimant**.” **You do not need to submit a claim in the New Settlement.** Your Valid Claim from the Prior Settlements will be automatically submitted in the New Settlement without any further action taken by you, **unless** you make a New Claim Submission. If your claim in the Prior Settlements was only **partially accepted**, then your Valid Claim consists only of the accepted portion of your prior submission. **For example**, if you previously submitted a claim for 6 CRT computer monitors and only 4 monitors were accepted in the Prior Settlements, then your Valid Claim for 4 (and only 4) CRT computer monitors will be automatically submitted in the New Settlement.
- **Repeat Claimants:** If you already submitted a Valid Claim in connection with the Prior Settlements but you now want to submit a claim for purchases of **additional CRT Products that were not included in your prior Valid Claim (“Newly Claimed Units”)**, you are considered a “**Repeat Claimant**.” Repeat Claimants are expected because you can now claim for purchases in **nine states** that were not included in the Prior Settlements. The new states are Arkansas, Massachusetts, Missouri, Montana, New Hampshire, Oregon, Rhode Island, South Carolina, and Utah.
- **IMPORTANT: If you submit a claim in the New Settlement (“New Claim Submission”), then your previous claim in the Prior Settlements will NOT be submitted in the New Settlement.** Your New Claim Submission must include **ALL** of your qualifying CRT purchases, including those previously claimed **and** your additional purchases not previously claimed. Purchases claimed in the Prior Settlements will **NOT** be automatically included in a New Claim Submission.

**REMINDER**

Please make sure that you:

1. Complete the entire Claim Form on page 1;
2. Sign and date the Claim Form;
3. Submit your Claim Form on or before \_\_\_\_\_, 2023, online or by mail to:

**[www.CRTsettlement.com](http://www.CRTsettlement.com)**

**OR**

CRT Claims  
c/o The Notice Company  
P.O. Box 778  
Hingham, MA 02043

4. Keep a copy of the completed Claim Form for your records;
5. Retain any proof of purchase documentation you may have for CRT Products until your claim is closed; You will be notified if you are required to provide this documentation during the claim verification process.
6. We urge you to check the website, **[www.CRTclaims.com](http://www.CRTclaims.com)**, above regularly for further developments in this case.

**In Re: Cathode Ray Tube (CRT) Antitrust Litigation (MDL No. 1917)***(U.S. District Court for the Northern District of California)*

**MITSUBISHI ELECTRIC SETTLEMENT**  
**CATHODE RAY TUBE (CRT) INDIRECT PURCHASER CLAIM FORM**  
**Deadline for Submission is \_\_\_\_\_, 2021**

**Which States and Consumers does the New Settlement cover?**

In order to make a valid claim, you must have been an “Eligible Consumer” who purchased your CRT Product(s) in an “Eligible State” during the specified timeframes (“Claims Periods”) as follows:

<b>Eligible States</b>	<b>Eligible Consumers</b>	<b>Claims Periods</b>
Arizona, Arkansas, California, District of Columbia, Florida, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin	All persons or entities (individual or business) that indirectly purchased CRT Products for their own use and not for resale	March 1, 1995 through November 25, 2007
Hawaii	All persons or entities (individual or business) that indirectly purchased CRT Products for their own use and not for resale	June 25, 2002 through November 25, 2007
Nebraska	All persons or entities (individual or business) that indirectly purchased CRT Products for their own use and not for resale	July 20, 2002 through November 25, 2007
Nevada	All persons or entities (individual or business) that indirectly purchased CRT Products for their own use and not for resale	February 4, 1999 through November 25, 2007
Missouri and Montana	All persons or entities (individual or business) that indirectly purchased CRT Products for their own use and not for resale, and primarily for personal, family or household purposes	March 1, 1995 through November 25, 2007
Rhode Island	All <b>natural persons</b> who indirectly purchased CRT Products for their own use and not for resale, and primarily for personal, family, or household purposes	March 1, 1995 through November 25, 2007

The Claim Form must be dated and signed by the Class Member (or, if deceased, by an estate representative). Your signature affirms that your purchases meet the Eligibility Criteria (see below).

**ELIGIBILITY CRITERIA:** To qualify for compensation in this settlement, your claimed CRT purchases must:

1. Have been made in an Eligible State(s) within the relevant Claim Period(s) listed in the above chart;
2. Meet the Eligible Consumers restrictions for the Eligible State(s), paying particular attention to those purchases made in Missouri, Montana and Rhode Island;
3. Have been Indirect Purchases (see definition on page 2);
4. Not include any purchases of Sony® branded CRT Products; and
5. Not include purchases of CRT Products intended for resale to others.

**THIRD-PARTY SUBMISSIONS:** If you are submitting a Claim Form on behalf of someone else, either an individual (natural person), an estate, or a business, you must register with the Settlement Administrator. Please email [audit@CRTclaims.com](mailto:audit@CRTclaims.com) for directions.





1 MARIO N. ALIOTO (56433)  
LAUREN C. CAPURRO (241151)  
2 TRUMP, ALIOTO, TRUMP & PRESCOTT, LLP  
2001 Union Street, Suite 482  
3 San Francisco, CA 94123  
4 Telephone: (415) 563-7200  
Facsimile: (415) 346-0679  
5 E-mail: [malioto@tatp.com](mailto:malioto@tatp.com)  
[lauren russell@tatp.com](mailto:lauren russell@tatp.com)

6  
7 *Lead Counsel for the Indirect Purchaser Plaintiffs*

8 **UNITED STATES DISTRICT COURT**  
9 **NORTHERN DISTRICT OF CALIFORNIA**  
10 **OAKLAND DIVISION**

11  
12 IN RE: CATHODE RAY TUBE (CRT)  
ANTITRUST LITIGATION

Master File No. 07-cv-05944-JST  
Case No. 17-cv-04067-JST

13 MDL No. 1917

14 This Document Relates to:

15 *Luscher, et al. v. Mitsubishi Electric Corp.,*  
16 17-cv-04067-JST

**DECLARATION OF MARIO N.  
ALIOTO IN SUPPORT OF INDIRECT  
PURCHASER PLAINTIFFS' MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT WITH  
DEFENDANT MITSUBISHI ELECTRIC  
CORPORATION**

17  
18  
19 Hearing Date: December 1, 2022  
20 Time: 2:00 p.m.  
Courtroom: 6, 2nd Floor  
21 Judge: Honorable Jon S. Tigar



1 I, Mario N. Alioto, declare:

2 1. I am an attorney duly licensed by the State of California and am admitted to  
3 practice before this Court. I am a partner with the law firm Trump, Alioto, Trump & Prescott,  
4 LLP and my firm serves as the Court-appointed Lead Counsel for the Indirect Purchaser  
5 Plaintiffs (“IPPs”) in the above-captioned action. I submit this Declaration in support of the IPPs’  
6 Motion for Preliminary Approval of Class Action Settlement with Defendant Mitsubishi Electric  
7 Corporation (“Mitsubishi Electric”), filed herewith. The matters set forth herein are within my  
8 personal knowledge and if called upon and sworn as a witness I could competently testify  
9 regarding them.

10 2. Attached hereto as Exhibit A is a true and correct copy of the Settlement  
11 Agreement entered into by IPPs and Mitsubishi Electric on October 25, 2017. Attached to the  
12 Settlement Agreement is the executed Addendum to the Settlement Agreement dated February  
13 13, 2018. IPPs’ settlement with Defendant Mitsubishi Electric is referred to as the “Proposed  
14 Settlement.”

15 3. The \$33,000,000 Settlement Amount, plus interest, is referred to as the  
16 “Settlement Fund.” Pursuant to the parties’ agreement, this amount has already been paid into  
17 escrow and has been accruing interest for the benefit of Class members.

18  
19 **Procedural History**

20 4. The *Luscher* action and the MDL actions assert similar allegations of an  
21 international conspiracy to fix the prices of CRTs from March 1, 1995 through November 25,  
22 2007. IPPs filed their original complaints in various federal courts throughout the country in late  
23 2007 and early 2008. The JPML transferred all related actions to this Court on February 15,  
24 2008, where they were coordinated with similar actions filed by direct purchaser plaintiffs  
25 (“DPPs”). ECF No. 122. On May 9, 2008, the Court appointed Mario N. Alioto of Trump,  
26 Alioto, Trump & Prescott, LLP as Interim Lead Class Counsel for the IPPs. ECF No. 282.  
27  
28

1 Mitsubishi Electric was not named as a defendant in any of these early complaints, including  
2 IPPs' first three consolidated amended complaints ("CACs") in the MDL. *See* ECF Nos. 437,  
3 716, 827. Mitsubishi Electric's CRT market share was very small and it was not a named target  
4 of the DOJ's investigation, or of any foreign government's investigation into the alleged CRT  
5 conspiracy. In addition, Chunghwa, the DOJ's amnesty applicant with which IPPs settled in April  
6 2009—and which provided IPPs with substantial cooperation, including an oral proffer regarding  
7 the CRT conspiracy— did not implicate Mitsubishi Electric.

9         5.         Nonetheless, IPPs continued to investigate Mitsubishi Electric's involvement in  
10 the CRT conspiracy and entered into a tolling agreement with Mitsubishi Electric in early  
11 November 2011. Pursuant to the tolling agreement, Mitsubishi Electric produced its CRT and  
12 CRT Product sales data to IPPs.

13         6.         IPPs' Fourth CAC, filed on January 10, 2013, named Mitsubishi Electric as a co-  
14 conspirator. ECF. No. 1526. In order to hold the other Defendants jointly and severally liable for  
15 the damages caused by Mitsubishi Electric, IPPs had to prove its participation in the CRT  
16 conspiracy.

17         7.         As part of IPPs' motion for class certification in the litigation against the other  
18 Defendants, IPPs' expert, Dr. Netz, included Mitsubishi Electric's CRT sales data in her analyses  
19 of pass-through and damages to the indirect purchaser classes. ECF No. 1388. Class Counsel also  
20 analyzed evidence of Mitsubishi Electric's participation in the CRT conspiracy. Following  
21 multiple rounds of briefing, this Court adopted the Reports and Recommendations of Interim  
22 Special Master Martin Quinn<sup>1</sup> and certified 22 statewide classes of indirect purchasers of CRTs.  
23 *CRT*, 2013 WL 5391159 (N.D. Cal. Sept. 23, 2013). The Ninth Circuit Court of Appeals denied  
24 the Defendants' petition to appeal pursuant to Fed. R. Civ. P. 23(f). ECF No. 2283.

25         8.         In late 2013 and 2014, several Direct Purchaser Plaintiffs ("DAPs") and the DPPs  
26

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27  
28 <sup>1</sup> *In re Cathode Ray Tube (CRT) Antitrust Litig.*, No. 07-cv-5944-JST, MDL No. 1917, 2013 WL 5429718 (N.D. Cal. June 20, 2013).

1 filed suit against Mitsubishi Electric and certain subsidiaries. *See, e.g., Interbond Corporation of*  
2 *America v. Technicolor SA (f/k/a Thomson SA), et al.*, Case No. 13-cv-05727-JST; *Crago, d/b/a*  
3 *Dash Computers, Inc., et al. v. Mitsubishi Electric Corporation, et al.*, Case No. 14-CV-2058-  
4 JST. The Court granted in part and denied in part Mitsubishi Electric’s motion to dismiss various  
5 DAP complaints. ECF No. 2439. Mitsubishi Electric and its subsidiaries became formal parties to  
6 the CRT MDL, and IPPs received the documents and data they produced in discovery.

7 9. The DAPs and DPPs also deposed several Mitsubishi Electric witnesses. IPP  
8 Counsel assisted in reviewing, translating and selecting exhibits for many of these depositions,  
9 and attended the depositions and/or reviewed the transcripts.

10 10. In 2014 and early 2015, IPPs and certain DAPs were preparing for trial, originally  
11 scheduled to begin on March 9, 2015.<sup>2</sup> The parties exchanged expert reports on liability and  
12 damages from April 2014 through September 2014. These included opening, opposition, rebuttal  
13 and sur-rebuttal reports from 17 expert witnesses—including Mitsubishi Electric’s expert,  
14 Professor Dennis W. Carlton. All of these experts were deposed, often multiple times, regarding  
15 their reports. Dr. Netz included Mitsubishi Electric CRT data and documents in her analyses of  
16 pass-through and damages to the indirect purchaser classes.

17 11. On November 7, 2014, the Defendants (including Mitsubishi Electric and its  
18 subsidiaries) filed 36 motions for summary judgment. *See* ECF No. 4071-1, Ex. 11 (list of  
19 summary judgment motions). Eleven of these were directed specifically against IPPs’ claims.  
20 Mitsubishi Electric and its subsidiaries also filed summary judgment motions against the DAPs’  
21 claims. ECF Nos. 3033-4, 3037. Around the same time, the parties exchanged trial exhibit lists,  
22 witness lists, deposition designations, jury instructions, and special verdict forms, and filed 64  
23 motions *in limine* and other pretrial motions.

24 12. In compiling the trial exhibits and designating deposition testimony, IPP Counsel  
25 worked closely with the DAPs to assess the evidence of Mitsubishi Electric’s participation in the  
26

27 \_\_\_\_\_  
28 <sup>2</sup> By Order dated February 9, 2015, the Court vacated the trial date (Dkt. No. 3515).

1 CRT conspiracy. IPP Counsel prepared a memorandum detailing the evidence of Mitsubishi  
2 Electric's participation in the conspiracy. IPP Counsel also participated in mock trials during  
3 which evidence of Mitsubishi Electric's participation in the CRT conspiracy was presented to  
4 mock juries.

5 13. In early 2015, after the summary judgment motions were fully briefed, IPPs  
6 entered into their original settlements with the Philips, Panasonic, Hitachi, Toshiba, and Samsung  
7 SDI Defendants. Consequently, these defendants withdrew their summary judgment motions,  
8 motions *in limine*, and other pretrial motions relating to the IPP case pending final approval of  
9 their settlements. IPPs also entered into settlements with the Thomson/Technicolor defendants in  
10 June 2015. These original settlements were approved on July 7, 2016 (ECF No. 4712).

11 14. After final approval of IPPs' settlements, the Court ruled upon many of the  
12 Defendants' summary judgment motions as they related to the DAPs' claims against Defendants.  
13 The Court granted the motion of two Mitsubishi Electric subsidiaries (ECF No. 4559) and denied  
14 the motion of Mitsubishi Electric (ECF No. 5128).

15 15. IPPs filed their complaint against Mitsubishi Electric on July 20, 2017. Unlike the  
16 earlier IPP complaints, the complaint against Mitsubishi Electric did not allege a nationwide  
17 class, but did allege indirect purchaser claims under the laws of 30 states and the District of  
18 Columbia on behalf of 31 statewide classes—nine more than were certified during the litigation  
19 against the other defendants.

20 16. With the assistance of Judge Corley, the IPPs and Mitsubishi Electric reached a  
21 settlement, and they executed their settlement agreement on October 25, 2017.

22 17. The parties executed the addendum to the settlement agreement on February 13,  
23 2018.

24 18. On February 6, 2020, pursuant to stipulated order (ECF No. 5679), IPPs filed their  
25 First Amended Complaint against Mitsubishi Electric. ECF No. 5687. The First Amended  
26 Complaint substituted new named plaintiffs for the States of Hawaii, New Mexico, and New  
27 Hampshire, and conformed the class definition to the Settlement Class definition agreed to by  
28 IPPs and Mitsubishi Electric Corp. in their settlement agreement. *See* ECF No. 5679.

1           19.     Together with counsel for Mitsubishi Electric, I deferred renewing the motion for  
2 approval of this Settlement until the Prior Settlements were final because that finality resolved  
3 issues relating to this Settlement.

4     **The Proposed Settlement**

5           20.     The Proposed Settlement resolves all claims against Mitsubishi Electric for its  
6 alleged part in the alleged global conspiracy to fix prices of CRTs.

7           21.     The Proposed Settlement Class is limited to the thirty-one jurisdictions that the  
8 parties identified as “Indirect Purchaser Jurisdictions.” The named plaintiffs include at least one  
9 representative from each of the Indirect Purchaser Jurisdictions.

10          22.     The Proposed Settlement Class is defined to conform to the requirements of the  
11 applicable state laws. The proposed Settlement Class is defined as follows:

12                 (a)     All persons or entities who or which indirectly purchased in an Indirect  
13 Purchaser Jurisdiction, other than Missouri, Montana, and Rhode Island, for their own use  
14 and not for resale, CRTs or CRT Products manufactured and/or sold by any Mitsubishi  
15 Electric Releasee, or any Alleged Co-Conspirator, where such purchase took place during  
16 the following time periods:

17                         1)     From March 1, 1995 through November 25, 2007 for purchases in  
18 Arizona, Arkansas, California, District of Columbia, Florida, Iowa, Kansas,  
19 Maine, Massachusetts, Michigan, Minnesota, Mississippi, New Hampshire, New  
20 Mexico, New York, North Carolina, North Dakota, Oregon, South Carolina, South  
21 Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin;

22                         2)     From June 25, 2002 through November 25, 2007 for purchases in  
23 Hawaii;

24                         3)     From July 20, 2002 through November 25, 2007 for purchases in  
25 Nebraska;

26                         4)     From February 4, 1999 through November 25, 2007 for purchases  
27 in Nevada;  
28

1 (b) All persons who or which indirectly purchased in Missouri from March 1,  
2 1995 through November 25, 2007, for their own use and not for resale, and primarily for  
3 personal, family or household purposes, CRTs or CRT Products manufactured and/or sold  
4 by any Mitsubishi Electric Releasee, or any Alleged Co-Conspirator;

5 (c) All persons who or which indirectly purchased in Montana from March 1,  
6 1995 through November 25, 2007, for their own use and not for resale, and primarily for  
7 personal, family or household purposes, CRTs or CRT Products manufactured and/or sold  
8 by any Mitsubishi Electric Releasee, or any Alleged Co-Conspirator;

9 (d) All natural persons who indirectly purchased in Rhode Island from March  
10 1, 1995 through November 25, 2007, for their own use and not for resale, and primarily  
11 for personal, family, or household purposes, CRTs or CRT Products manufactured and/or  
12 sold by any Mitsubishi Electric Releasee, or any Alleged Co-Conspirator;

13 (e) Specifically excluded from the Settlement Class are Mitsubishi Electric  
14 Releasees, Alleged Co-Conspirators, any federal, state or local government entities, and  
15 any judicial officer presiding over this action and the members of his/her immediate  
16 family and judicial staff.

17 Ex. A, Settlement Agreement ¶ 10 (as amended by Addendum, described below).

18 23. The parties agreed to amend the Settlement Class definition by an Addendum to  
19 Settlement Agreement. *See* Ex. A, attached hereto. The amended settlement class definition is  
20 consistent with the consumer protection statutes in Missouri, Montana, and Rhode Island, which  
21 require that the product at issue must have been purchased “primarily for personal, family, or  
22 household purposes.” Mo. Rev. Stat. §407.025; MCA §30-14-102, §30-14-133; R.I. Gen. Stat.  
23 §6-13.1-5.2. *See also In re Dynamic Random Access Memory (DRAM) Antitrust Litig.*, 516 F.  
24 Supp. 2d 1072, 1116 (N.D. Cal. 2007) (citing *ERI Max Entertainment, Inc. v. Streisand*, 690  
25 A.2d 1351, 1354 (R.I. 1997)) (“the Rhode Island Supreme Court has construed the UTPCPA to  
26 require that only natural persons are permitted to bring private rights of action under the statute,  
27 which natural persons must have ‘purchase[d] or lease[d] goods or services primarily for  
28 personal, family, or household purposes.’”). The amendments are also consistent with the

1 allegations of the original Complaint (17-cv-04067-JST, ECF No. 1), ¶¶ 277-278, 285. For the  
2 Court's convenience, we have included the executed Addendum to the Settlement Agreement in  
3 Exhibit A hereto.

4 24. The Proposed Settlement Class is the same in substance to the settlement class this  
5 Court approved on July 13, 2020. ECF No. 5786. It is also the same in substance to the 22  
6 statewide classes certified during the litigation. *See CRT*, 2013 WL 5391159 (N.D. Cal. Sept. 23,  
7 2013). The only difference is that this Proposed Settlement Class includes individuals and  
8 businesses who purchased CRTs or CRT Products in nine additional state classes that were not  
9 included in the Prior Settlement class and were not previously eligible to file claims in the Prior  
10 Settlements. The nine states are included in the Mitsubishi Electric Settlement Class because (1) I  
11 entered into a tolling agreement with Mitsubishi Electric that tolled the statute of limitations on  
12 all class member claims, and (2) viable plaintiffs were willing to represent these additional state  
13 classes.

14 25. The settlement negotiations with Mitsubishi Electric were hard-fought and highly  
15 adversarial. The settlement was reached only after extensive, arm's-length negotiations between  
16 counsel for the Mitsubishi Electric and IPPs. These negotiations took place over many months.  
17 They involved multiple telephone conferences, an in-person meeting attended by counsel for all  
18 parties and representatives of Mitsubishi Electric from the United States and Japan, and an in-  
19 person mediation before Magistrate Judge Corley. The final settlement was the product of this  
20 mediation before Judge Corley and indeed, was the result of a mediator's proposal.

21 26. Under the Proposed Settlement, Mitsubishi Electric has paid Thirty-Three Million  
22 Dollars (\$33,000,000) in cash to settle all indirect purchaser claims against the Mitsubishi  
23 Electric Releasees (defined in the Settlement Agreement). The Settlement Amount has been  
24 deposited into an escrow account and has been invested in United States Treasury bills and other  
25 instruments insured or guaranteed by the full faith and credit of the United States. If the Proposed  
26 Settlement is finally approved, any interest earned thereon (together with the Settlement Amount,  
27 net of taxes and escrow expenses) will become part of the Settlement Fund. *See Ex. A* ¶¶ 25-26.  
28



1           27.     In addition to monetary consideration, the Proposed Settlement contains  
2 cooperation provisions requiring Mitsubishi Electric to authenticate documents and data used in  
3 the prosecution of any continuing litigation. *See* Ex. A ¶ 31. The cooperation provisions are  
4 material and valuable terms of the Settlement, which could be triggered in the continued  
5 litigation against the Irico defendants.

6           28.     If the Proposed Settlement becomes final, IPPs and class members will release all  
7 federal and state-law claims against Mitsubishi Electric “concerning the manufacture, supply,  
8 distribution, sales or pricing of CRTs or CRT Products. . . .” The release does not include claims  
9 for product defect, personal injury or breach of contract not related to the subject matter of the  
10 Complaint. In addition, the Proposed Settlement does not release claims arising under the laws of  
11 any jurisdiction not included in the Indirect Purchaser Jurisdictions. *See* Ex. A ¶¶ 22-23.

12           29.     As explained above, the Proposed Settlement was informed by almost ten years of  
13 vigorous litigation in the CRT MDL, where the case was fully developed for trial.

14           30.     I negotiated this Proposed Settlement on behalf of IPPs after extensive pre-filing  
15 investigation, class certification, full discovery, the exchange of expert reports on liability and  
16 damages, the filing of oppositions to defense motions for summary judgment, and other rigorous  
17 and fact-intensive motions.

18           31.     I and my co-counsel had reviewed and analyzed millions of documents produced  
19 by Mitsubishi Electric, the other Defendants, and third parties; had taken (or participated in  
20 taking) over 100 depositions of defense witnesses—including Mitsubishi Electric witnesses; and,  
21 had conducted extensive economic analyses of the data produced by Mitsubishi Electric, the  
22 other Defendants, and third parties.

23           32.     I and my co-counsel also participated in three mock trials and observed 11 mock  
24 juries. IPPs were fully prepared to try this case to a jury.

25           33.     As a result of the work done by me and my co-counsel, I negotiated the Proposed  
26 Settlement with detailed knowledge of the factual and legal issues underlying the parties’ claims  
27 and defenses, and a firm understanding of the strengths and weaknesses of those claims and  
28 defenses.

1           34.     Based on my extensive experience in indirect purchaser antitrust litigation, and my  
2 knowledge of the knowledge of the evidence and legal claims and defenses in this case, I believe  
3 that the Proposed Settlement is an excellent result for the class. The \$33 million, all-cash  
4 settlement is consistent with the amounts obtained in previously approved settlements with the  
5 other, similarly situated Japanese defendants. *See* Final Approval Order (ECF No. 5786), 5587-1  
6 at 25-26 (amended Toshiba Settlement for approx. \$28.4 million), 5587-1 at 19-20 (amended  
7 Hitachi Settlement for approx. \$26.5 million). Further, the Mitsubishi Electric settlement amount  
8 is 5.6% of the total \$580,750,000 Settlement Fund, which is roughly proportional to Mitsubishi  
9 Electric's less-than 5% market share.

10           35.     When combined with the Prior Settlement amounts, the total recovery for indirect  
11 purchasers is, to date, \$580,750,000. In the context of indirect purchaser price-fixing cases, I  
12 believe this total recovery is significant. Recent litigation on behalf of indirect purchasers of  
13 Lithium-Ion Batteries and Optical Disk Drives garnered \$106,950,000, and \$205,000,000  
14 respectively.<sup>3</sup> The indirect *LCD* case is one of the rare cases to recover more than this case.  
15 However, the *LCD* conspiracy started more recently (*i.e.*, 2001) and fewer producers had exited  
16 the industry than in this case. The *LCD* conspiracy was therefore easier to prove because  
17 evidence and witnesses were available. In addition, most of the *LCD* defendants had pled guilty  
18 to Sherman Act violations and admitted that their conduct had an impact in the United States,  
19 leading to criminal fines totaling \$894 million. Here, the conspiracy period started over 20 years  
20 ago (*i.e.*, 1995), many of the alleged participants were bankrupt or no longer existed, and  
21 employees had moved on, retired, or could not remember relevant facts; only one defendant pled  
22 guilty to fixing prices of one type of CRT, and only for sales to certain customers; and the DOJ's  
23 single criminal fine of \$32 million amounted to less than 3.5 percent of the fines assessed in  
24 connection with *LCD* conspiracy.

25  
26  
27 <sup>3</sup> *See In re Lithium Ion Batteries Antitrust Litig.*, 4:13-md-02420-YGR (N.D. Cal.), ECF No.  
28 2566 at 2; *In re Optical Disk Drive Products Antitrust Litig.*, 3:10-md-02143-RS (N.D. Cal.),  
ECF No. 2852 at 7.

1           36.     During the MDL, IPPs’ expert, Dr. Netz, estimated single damages to members of  
2 the 22 state classes to be \$2.78 billion.

3           37.     For the purposes of assessing this Proposed Settlement, Dr. Netz’s estimate must  
4 be adjusted to account for the nine additional states included in the Settlement Class. Using the  
5 same general data and methodology, we estimate that single damages to class members in the 30  
6 states and the District of Columbia would be \$3.36 billion. However, I believe that Mitsubishi  
7 Electric would have strongly contested IPPs’ damages claims.

8           38.     The other Defendants’ experts opined that indirect purchasers suffered little or no  
9 damages as a result of the alleged CRT conspiracy. They maintained that the alleged conspiracy  
10 was ineffective and unsuccessful, and that IPPs could not “link” any allegedly agreed-upon CRT  
11 price increases to allegedly increased prices of CRT Products purchased by class members. One  
12 defense expert estimated the total class damages to be approximately \$61 million. Other defense  
13 experts maintained that the total class damages were zero.

14           39.     Using the \$3.36 billion estimate, the damages attributable to Mitsubishi Electric  
15 would be approximately \$168 million (5% of \$3.36 billion). Thus, the \$33 million settlement is  
16 approximately 19.6% of the damages attributable to Mitsubishi Electric.

17           40.     Based on my knowledge of the strength of the parties’ claims and defenses, I  
18 believe that the risks at trial (and on appeal) for the IPPs would be significant. For example, I  
19 believe that Mitsubishi Electric would likely contend, and the jury could agree, that it did not  
20 participate in the alleged conspiracy. Among other things, Mitsubishi Electric would likely argue  
21 that it did not attend a single “glass” meeting; that it ceased manufacture of CPTs in 1998 and  
22 CDTs in 2004; that most of the CDTs it manufactured utilized a different technology and were  
23 marketed to different customers than those of the other alleged conspirators; that its market share  
24 was very small (less than 5%); and, as a minor player in the market, it had little incentive to join  
25 the conspiracy. The Court’s prior ruling precluding use of Samsung SDI’s litigation statements  
26 against Mitsubishi Electric would have made IPPs’ case more difficult to prove. ECF No. 4982.

27           41.     I believe Mitsubishi Electric would also likely assert that even if it had  
28 participated in the conspiracy, it withdrew when it stopped manufacturing CRTs in 2004. *See*

1 ECF No. 4786 (granting summary judgment motion of certain Philips defendants on withdrawal  
2 grounds). It would likely also contest IPPs' evidence of antitrust standing, pass-through of the  
3 overcharge to indirect purchasers, and class certification. *See, e.g.*, ECF Nos. 3050, 3585  
4 (motions filed by the other Defendants).

5 42. Even assuming a favorable jury verdict at trial, IPPs could prevail on liability and  
6 still obtain no net recovery given the large settlement offset (\$547,750,000) that would be  
7 applied. In *LCD*, for example, the jury awarded the direct purchaser class plaintiffs \$87 million in  
8 damages against Toshiba, but they recovered nothing because the award was offset by their \$443  
9 million obtained in settlements. Likewise, Best Buy recovered nothing at trial against Toshiba  
10 and Hannstar. The jury found that Toshiba did not participate in the conspiracy and awarded only  
11 \$7.5 million against Hannstar. Once Best Buy's settlements with the other defendants in *LCD* had  
12 been offset, Hannstar owed nothing to Best Buy. Likewise here, if IPPs had gone to trial against  
13 Mitsubishi Electric, there would have been an offset of \$547,750,000.

14 43. I have been litigating antitrust and consumer class actions—and specifically  
15 indirect purchaser antitrust class actions—for over 40 years. It is my opinion, based on the  
16 foregoing, that the Proposed Settlement is in the best interests of the class members.

17 **Proposed Plan of Distribution**

18 44. This Court has already approved a weighted pro-rata distribution to claimants for  
19 the Prior Settlements.<sup>4</sup> We propose to use the same weighted pro rata distribution for the  
20 Mitsubishi Electric Settlement. Settlement Class members who file valid claims will be eligible  
21 to receive their pro rata share of the net Mitsubishi Electric settlement fund based on the total  
22 number of valid claims filed, and the number and type of CRT Products each claimant  
23 purchased.<sup>5</sup> Class members who filed valid claims against the Prior Settlements will  
24

25 \_\_\_\_\_  
26 <sup>4</sup> ECF No. 5786 at 20 (adopting reasoning from original order approving the Prior Settlements).

27 <sup>5</sup> As with the Prior Settlements, claims for Standard CRT Televisions (televisions with a screen  
28 size of less than 30 inches) will receive a weight of 1; Large CRT Televisions (televisions with a  
screen size of 30 inches or larger) will receive a weight of 4.3; and CRT Computer Monitors will  
receive a weight of 3. *See CRT*, 2016 WL 3648478, at \* 18.

1 automatically receive their pro-rata share of the Mitsubishi Electric settlement without having to  
2 re-file their claim.<sup>6</sup> All other class members who submit qualified claim forms will be entitled to  
3 recover.

4 45. We believe that the majority of the new claims against the Mitsubishi Electric  
5 Settlement will likely come from class members who purchased CRT Products in the nine states  
6 that were not included in the settlement class for the Prior Settlements and were not eligible to  
7 file claims against the Prior Settlements. Class members who previously filed claims against the  
8 Prior Settlements may amend their claim for the Mitsubishi Electric Settlement to include CRTs  
9 purchased in the nine states. Because the claims period for the Prior Settlements is now closed,  
10 all such new claims will be paid solely from the Mitsubishi Electric settlement fund.

11 46. It is expected that there will be sufficient funds to distribute a minimum payment  
12 of \$10 to valid claimants. The minimum payment amount of \$10 represents IPPs' reasonable  
13 estimate at this time; the actual amount cannot be determined until all claims have been  
14 processed. The Court's approval for the minimum payment will be requested when the data from  
15 the actual claims process are available. Additionally, as before, subject to the minimum payment,  
16 a maximum payment amount of three times the estimated money damages per claimant will  
17 apply, although we do not anticipate this will be an issue given the number of existing and  
18 anticipated claims.

19 47. All Settlement Class members who seek payment from the Settlement Fund, and  
20 who have not already filed a valid claim in the Prior Settlements or who wish to file claims for  
21 additional CRT purchases, will be required to complete a claim form containing: (i) the class  
22 member's contact information; (ii) verification of membership in one of the Statewide Damages  
23 Classes; (iii) the number and type of each CRT Product purchased during the class period; and  
24 (iv) an attestation under penalty of perjury that the information provided is accurate. The  
25

26 <sup>6</sup> All claims processed and approved as part of the Prior Settlements, including late claims, will  
27 be considered valid, timely claims for the Mitsubishi Electric Settlement and therefore, eligible to  
28 automatically receive a full pro-rata share of the Mitsubishi Electric Settlement without having to  
re-file their claim.

1 proposed claim form is attached as Exhibit E to the Declaration of Joseph M. Fisher Re:  
2 Mitsubishi Notice Program, filed herewith.

3 48. All claimants will also be subject to auditing and requests for documentation of  
4 purchases by the Settlement Administrator. I have instructed the Settlement Administrator to use  
5 commercially reasonable efforts to identify and investigate claims.

6 **The Settlement Administrator Selection Process**

7 49. I propose that the Court again appoint The Notice Company as the Settlement  
8 Administrator for the Proposed Settlement with Mitsubishi Electric.

9 50. The Notice Company has successfully devised and implemented the Court-  
10 approved notice programs and administered the claims for all the Prior Settlements in this litigation.  
11 See ECF Nos. 1063, 2511, 3863, 4953-1, 5587-2, 6029. Prior to selecting The Notice Company to  
12 oversee this round of notice and settlement administration, my office solicited and received  
13 proposals from three nationally recognized class action notice and claims administrators, in  
14 addition to The Notice Company. Each proposal included a comparable notice program for a  
15 comparable cost.

16 51. Members of my firm and I have extensive experience with The Notice Company,  
17 having now worked with them since 2009 on notice and claims administration for the Prior  
18 Settlements. IPP Counsel also engaged The Notice Company to devise a notice program for the  
19 Mitsubishi Electric Settlement presented to the Court in connection with the prior motion for  
20 preliminary approval in February 2018. Finally, members of my firm and I continue to work  
21 extensively with The Notice Company on issues relating to claims administration and the auditing  
22 of claims for the Prior Settlements.

23 52. My partners and I have been impressed throughout these extensive interactions with  
24 The Notice Company's professionalism, responsiveness, and ability to resolve the many complex  
25 issues that have arisen in this case. I believe the Class will benefit from The Notice Company's  
26 experience in this litigation administering the Prior Settlements, in that it will help to reduce the  
27 costs of administering this settlement.

28

1 **Notice Costs, Attorneys' Fees And Litigation Expenses**

2 53. The Proposed Settlement provides that IPP Counsel may apply to the Court for an  
3 award of attorneys' fees (not to exceed one-third of the Settlement Fund), and for payment of notice  
4 costs<sup>7</sup> and litigation expenses, all of which will come out of the Settlement Fund. Mitsubishi  
5 Electric has agreed that up to \$3 million of the Settlement Fund can be used for notice costs and  
6 the costs of administration, and will not oppose IPP Counsel's application for attorneys' fees and  
7 litigation expenses so long as the request for attorneys' fees does not exceed one-third of the  
8 Settlement Amount. *See*, Ex. A, ¶¶ 27, 34.

9 54. The Proposed Notices (attached as Exhibits B and C to the Fisher Declaration)  
10 advise that IPPs intend to apply for attorneys' fees of one-third of the Settlement Fund  
11 (\$11,000,000), notice costs, and litigation expenses of approximately \$6,703.95. The Notices will  
12 further advise class members how to access the fee petition when it is filed. The Proposed Notices  
13 also advise that IPPs may apply for individual incentive awards for the indirect purchaser class  
14 representatives, most of whom fully participated in the discovery phase of the MDL. These  
15 applications will be filed with the Court and posted to the website [www.CRTclaims.com](http://www.CRTclaims.com) at least  
16 14 days in advance of the deadline for objections to give class members an opportunity to review  
17 the applications and either support or file objections to them.

18 55. IPP Counsels' lodestar for work performed in prosecuting the case against  
19 Mitsubishi Electric since June 2015 (the cut off for IPPs' first fee motion) is \$2,433,461.66 (3287.1  
20 hours).<sup>8</sup> However, as indicated above, the work performed by IPPs during the almost eight years  
21  
22

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23  
24 <sup>7</sup> The Notice Company provides estimates of the notice costs in the Fisher Decl. ¶ 32.

25 <sup>8</sup> This lodestar is calculated using IPP Counsel's current rates and includes all time submitted to  
26 me. This lodestar does not include the time spent by IPP Counsel litigating the objections lodged  
27 by certain putative class members to the Prior Settlements and the resulting appeals, or the  
28 negotiation of the amendments to the Prior Settlements and subsequent briefing. Nor does it include  
any of the time spent litigating against the Irico defendants. The time spent by IPP Counsel on  
these matters over the last five years is significant. If included, this time would substantially  
increase the lodestar and decrease the multiplier.



1 of litigation against the other defendants (when Mitsubishi Electric was named as a co-conspirator,  
2 but not as a defendant) was crucial to reaching the settlement with Mitsubishi Electric.

3 56. I anticipate requesting reimbursement of additional out-of-pocket litigation  
4 expenses of approximately \$6,703.95. Other costs and expenses incurred in prosecuting the case  
5 against Mitsubishi Electric (*e.g.*, almost \$6 million in expert fees) have already been approved and  
6 reimbursed by the Court. *See* ECF Nos. 5786 at 26, 4071-1 at 46.

7 **Class Representatives**

8 57. 21 of the 34 class representatives have already been granted \$15,000 incentive  
9 award, and one has been granted a \$5,000 incentive award in connection with the Prior  
10 Settlements. *See* ECF No. 5786 at 26.

11 58. In connection with the litigation against Mitsubishi Electric and the settlement, the  
12 21 original class representatives and the 13 new class representatives have reviewed and  
13 approved the original and amended complaints, searched for relevant documents, reviewed and  
14 approved the settlement agreement and amendments thereto, stayed in regular contact with their  
15 lawyers, and remained apprised of the material developments in the litigation. The class  
16 representatives have not, however, had to engage in formal discovery because IPPs settled with  
17 Mitsubishi Electric before formal discovery commenced. Accordingly, I intend to propose  
18 modest incentive awards of \$2,000 for each class representative.

19 59. The Named Plaintiffs have a genuine interest in the litigation and understand the  
20 allegations in this case. The Named Plaintiffs in the MDL reviewed the pleadings and produced  
21 documents regarding their purchases. Most of them also responded to written discovery and were  
22 deposed by Defendants. They have also reviewed the pleadings against Mitsubishi Electric, the  
23 settlement agreement and, in consultation with their lawyers, have approved them on behalf of  
24 their respective states.

25 //

26 //

27

28

1 **Past Distributions and Comparisons with Comparable Cases**

2 60. The Proposed Settlement together with the Prior Settlements in this case compare  
3 favorably to similar settlements:<sup>9</sup>

4 <b>Case</b>	<b>CRT (IPPs)</b>	<b>DRAM (IPPs)</b>	<b>TFT-LCD (IPPs)</b>
5 <b>Total Settlement Fund</b>	\$580.75 million (including the Proposed Settlement)	\$310.72 million	\$1,082 billion
6 <b>Total Estimated Number of Class Members</b>	175 million	175 million	175 million
7 <b>Total Number of Class Members to Whom Direct Notice Was/Will Be Sent</b>	14 million+	0	0
8 <b>Method(s) of Notice</b>	Direct notice; indirect notice, including broadcast, digital media and press releases	Indirect notice, including broadcast, digital media, press releases	Indirect notice, including broadcast, digital media and press releases
9 <b>Number of Claims Submitted/To be Submitted</b>	156,467 (prior claims) + 75,000 (estimated new claims) = 231,467 (0.13%)	445,554 (0.25%)	247,558 (0.14%)
10 <b>Mean Recovery Per End User Claimant<sup>10</sup></b>	\$3,034.90	\$423.90	\$3,155

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23 <sup>9</sup> This chart shows information relating to settlements in the IPP action, compared to the settlements in (i) the IPP action in *In re Dynamic Random Access Memory (DRAM) Antitrust Litig.*, No. 02-md-1486-PJH (N.D. Cal.); and (ii) the IPP settlements in *In re TFT-LCD (Flat Panel) Antitrust Litig.*, No. 07-md-01827-SI (N.D. Cal.). These figures reflect best estimates based on publicly available records.

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25  
26 <sup>10</sup> As explained in IPPs' recent Motion to Distribute Settlement Funds to Claimants, ECF No. 6025, Reseller claimants, i.e., those who purchased CRTs or CRT Products for resale, were only included in the Chunghwa settlement class, and were only permitted to claim against half of the Net Chunghwa Settlement Fund, which is approximately \$3.068 million—substantially less than the Net Settlement Funds for the other settlements. This means that Reseller claimants will

Case	CRT (IPPs)	DRAM (IPPs)	TFT-LCD (IPPs)
<b>Expected Residual</b>	\$0	\$2,053,004.46	\$0
<b>Attorneys' Fees</b>	\$140,606,250 (24.2%) (\$129,606,250 awarded; \$11,000,000 now requested)	\$78.3 million (25%)	\$309.725 million (28.6%)
<b>Litigation Costs</b>	\$8,460,252.79 (prior settlements) <sup>11</sup> + \$6,703.95 (proposed settlement)	\$11.8 million	\$8,736,131.43
<b>Administrative Costs</b>	\$4,202,006.62 (prior case) <sup>12</sup> + \$500,000 - \$900,000 (estimated additional costs) <sup>13</sup> = \$4,702,006.62 - \$5,152,006.62	\$2.834 million	\$3,276,539.13

receive less for each CRT Product purchased than End-User claimants. *See id.* at 17, n. 20. The mean recovery for class members who purchased in the nine new states will likewise be less because they may only claim against this Proposed Settlement. Because most claimants are End-User claimants who purchased in the 22 States, IPPs provide the mean recovery for those claimants for the purpose of comparing the mean recovery in this case to other similar indirect purchaser cases.

<sup>11</sup> *See* ECF Nos. 5786 at 25, 6040 at 3. \$1,886,155.41 of the recently approved \$2,330,710.87 in expenditures from the Future Expense Fund were for notice and claims administration expenses. *See* ECF No. 6025-1 & Ex. A. Thus, \$789,727.22 of IPPs' additional expenses are properly categorized as "litigation costs."

<sup>12</sup> *See* ECF No. 6029-2 (Amended Declaration of Joseph M. Fisher Re: Notice, Claims Processing and Distribution of Settlement Funds), ¶ 34 (the Settlement Administrator has billed and been paid \$3,602,006.62 to date, and estimates that the remaining work to distribute the Prior Settlements to Class Members will cost between \$500,000 and \$600,000).

<sup>13</sup> The Settlement Administrator estimates that the administrative costs for the Proposed Settlement will be approximately \$500,000 to \$950,000.

1 **CAFA Notice**

2 61. Counsel for Mitsubishi Electric has informed me that, in accordance with the  
3 Class Action Fairness Act, 28 U.S.C. §1715 (“CAFA”), they will provide notice of the Proposed  
4 Settlement to the Attorney General of the United States and the Attorneys General of all 50 States  
5 within ten days of the filing of this motion.

6 **Related Agreements**

7 62. Pursuant to Fed. R. Civ. P. 23(e)(2)(C)(iv), and as previously disclosed to the  
8 Court, in March and April 2018, four groups of objectors voluntarily dismissed their appeals of  
9 the original settlements in exchange for monetary consideration to be paid by IPP Counsel from  
10 their attorney fee award. See ECF Nos. 5587 at 9; 6001 at 5, n.5. These agreements were entered  
11 into before the enactment of Rule 23(e)(2)(C)(iv), Rule 23(e)(5)(B), and the other amendments to  
12 Rule 23(e)(5) in December 2018. Nevertheless, Rule 23(e)(5)(B) now requires court approval of  
13 any payment to an objector “in connection with: (i) forgoing or withdrawing an objection, or (ii)  
14 forgoing, dismissing, or abandoning an appeal from a judgment approving the proposal.”

15 63. In addition to providing that the objectors would dismiss their appeals of this  
16 Court’s approval of the Prior Settlements, the agreements provide that the objectors would not  
17 object to this Settlement. No payment is due to those objectors until the Prior Settlements and all  
18 fee proceedings relating to the Prior Settlements are final, at which time Lead Counsel intends to  
19 present these settlements to the Court. Attached hereto as Exhibits B - E are true and correct  
20 copies of the executed settlement agreements with the objectors to the Prior Settlements.

21  
22 I declare under penalty of perjury that the foregoing is true and correct. Executed this  
23 18th day of August 2022 at San Francisco, California.

24  
25 /s/ Mario N. Alioto

26 Mario N. Alioto

27 ***Lead Counsel for the Indirect Purchaser Plaintiffs***

28

# **EXHIBIT A**

### SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into this <sup>25</sup>th day of October, 2017 (the “Execution Date”), by and between Mitsubishi Electric Corporation (“Mitsubishi Electric”) and the indirect-purchaser plaintiff class representatives (“Plaintiffs”), both individually and on behalf of a proposed settlement class of indirect purchasers of Cathode Ray Tube (CRT) Products (“the Settlement Class”) as more particularly defined below.

WHEREAS, Plaintiffs have prosecuted claims in *In Re Cathode Ray Tube (CRT) Antitrust Litigation*, MDL No. 1917 (N.D. Cal.) (the “MDL”) on their own behalf and on behalf of other indirect purchaser classes, against other defendant manufacturers of CRTs;

WHEREAS, Plaintiffs have brought an additional class action, by filing a Class Action Complaint (the “Complaint”) relating to the MDL claims against Mitsubishi Electric in *Luscher, et al., v. Mitsubishi Electric Corp.*, No. 17-cv-04067 (N.D. Cal.) (“the Action”);

WHEREAS, Plaintiffs allege in the Complaint that Mitsubishi Electric participated in an unlawful conspiracy to raise, fix, maintain, or stabilize the price of CRTs at artificially high levels in violation of various state antitrust, unfair competition and consumer protection laws of the jurisdictions alleged in the Complaint, as defined below, and that, as a result of the alleged CRT conspiracy, Plaintiffs and similarly-situated indirect purchasers of CRT Products in those jurisdictions paid more for CRT Products than they would have paid in the absence of the conspiracy;

WHEREAS, Mitsubishi Electric denies Plaintiffs’ allegations and is prepared to assert defenses to Plaintiffs’ claims;

WHEREAS, Plaintiffs have conducted extensive discovery into the facts and extensive analysis of the law in the MDL regarding the subject matter of the Complaint and have concluded that resolving claims against Mitsubishi Electric according to the terms set forth below is in the best interest of Plaintiffs and the Settlement Class;

WHEREAS, Plaintiffs and Mitsubishi Electric exchanged their positions regarding the merits of the case, and have engaged in a mediation conducted with the assistance of U.S. Magistrate Judge Jacqueline Scott Corley;

WHEREAS, with Magistrate Judge Corley's assistance, the parties were able to reach agreement to resolve the claims of the Plaintiffs and the Settlement Class against Mitsubishi Electric without further litigation; and

WHEREAS, Mitsubishi Electric, despite its belief that it is not liable for the claims asserted and that it has good defenses thereto, has nevertheless agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, to obtain the releases, orders, and judgment contemplated by this Agreement, and to put to rest with finality all claims that have been or could have been asserted against Mitsubishi Electric based on the allegations of the Complaint, as more particularly set out below;

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is agreed by and among the undersigned that the Complaint and all claims against Mitsubishi Electric be settled, compromised, and dismissed on the merits with prejudice as to the Mitsubishi Electric Releasees, as defined below, and except as hereinafter provided, without costs as to



Plaintiffs, the Settlement Class, or Mitsubishi Electric, subject to the approval of the Court, on the following terms and conditions:

A. Definitions.

1. “Alleged Co-Conspirators” shall mean any and all entities alleged in the Complaint, or later alleged, to have participated in, the improper conduct alleged in the Complaint, as well as their past and present, direct and indirect, parents, subsidiaries, affiliates, joint ventures, unincorporated entities, divisions, and groups; the predecessors, successors and assigns of any of the above; and each and all of the present and former principals, partners, officers, directors, supervisors, employees, agents, representatives, insurers, attorneys, heirs, executors, administrators, and assigns of each of the foregoing.

2. “Class Period” is defined as alleged in the Complaint, Paragraph 24.

3. “Court” shall mean the United States District Court for the Northern District of California.

4. “CRTs” and “CRT Products” are defined as alleged in the Complaint, Paragraph 21 through 23.

5. “Indirect Purchaser Jurisdiction/s” shall mean Arizona, Arkansas, California, District of Columbia, Florida, Hawaii, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and/or Wisconsin.

6. “Mitsubishi Electric Releasees” means Mitsubishi Electric Corporation and all of its past and present, direct and indirect, parents, subsidiaries, affiliates, joint ventures, unincorporated entities, divisions, and groups; the predecessors, successors and assigns of

any of the above; and each and all of the present and former principals, partners, officers, directors, supervisors, employees, agents, representatives, insurers, attorneys, heirs, executors, administrators, and assigns of each of the foregoing. Without limiting the generality of this definition, the term “Mitsubishi Electric Releasees” shall be interpreted to include Mitsubishi Electric US, Inc. (MEUS) (f/k/a Mitsubishi Electric & Electronics USA, Inc.), individually and as successor to Mitsubishi Electronics America, Inc. (MELA); MELA; Mitsubishi Electric Visual Solutions America, Inc. (MEVSA); Mitsubishi Digital Electronics America, Inc. (MDEA), individually and as successor to Mitsubishi Consumer Electronics America, Inc. (MCEA); NEC-Mitsubishi Electric Visual Systems Corporation (NMV); and NEC-Mitsubishi Electronics Display of America, Inc. (NMDA).

7. “Plaintiffs” shall mean the individual class representative plaintiffs listed in the Complaint.

8. “Released Claims” means the claims released under this Settlement Agreement as defined below in Paragraph 22 of this Agreement.

9. “Releasers” means the Plaintiffs and the Settlement Class Members, and their past and present principals, partners, officers, directors, supervisors, employees, agents, stockholders, attorneys, servants, representatives, parents, subsidiaries, affiliates, insurers and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and the predecessors, successors, heirs, executives, administrators and assigns of any of the foregoing, as well as anyone claiming by, for, or through the Releasers.

10. “Settlement Class” shall mean:

(a) all persons or entities who indirectly purchased in an Indirect Purchaser Jurisdiction, other than Rhode Island, for their own use and not for resale,

CRTs or CRT Products manufactured and/or sold by any Mitsubishi Electric Releasee, or any Alleged Co-Conspirator, where such purchase took place during the following time periods:

- 1) From March 1, 1995 through November 25, 2007 for purchases in Arizona, Arkansas, California, District of Columbia, Florida, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin;
- 2) From June 25, 2002 through November 25, 2007 for purchases in Hawaii;
- 3) From July 20, 2002 through November 25, 2007 for purchases in Nebraska;
- 4) From February 4, 1999 through November 25, 2007 for purchases in Nevada;

(b) all natural persons who indirectly purchased in Rhode Island from March 1, 1995 through November 25, 2007, for their own use and not for resale, CRTs or CRT Products manufactured and/or sold by any Mitsubishi Electric Releasee, or any Alleged Co-Conspirator;

(c) specifically excluded from the Settlement Class are Mitsubishi Electric Releasees, Alleged Co-Conspirators, any federal, state or local government

entities, and any judicial officer presiding over this action and the members of his/her immediate family and judicial staff.

11. "Settlement Class Counsel" shall mean:

Mario N. Alioto  
Trump, Alioto, Trump & Prescott LLP  
2280 Union Street  
San Francisco, CA 94123

12. "Settlement Class Member" means the Plaintiffs and each member of the Settlement Class who, after receiving notice of the settlement contemplated by this Agreement, does not timely elect to be excluded from the Settlement Class.

B. Approval of this Agreement and Dismissal of Claims Against Mitsubishi Electric.

13. Plaintiffs and Mitsubishi Electric shall use their best efforts to effectuate this Agreement, including cooperating in seeking the Court's approval for the establishment of procedures (including the giving of class notice under Federal Rules of Civil Procedure 23(c) and (e)) to secure the complete and final dismissal with prejudice of the Action, without undue delay.

14. Plaintiffs shall, within a reasonable time after the Execution Date, submit to the Court a Preliminary Approval Motion or Motions ("Preliminary Approval Motion"), along with a Proposed Order requesting the following:

(a) directing that proceedings on the Complaint be held in abeyance pending consideration of this Agreement, if not already entered;

(b) approving the certification of the Settlement Class. The parties agree to stipulate that the requirements of Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure are satisfied as to the Settlement Class;

(c) establishing procedures for the giving of notice to the Settlement Class of the Settlement provided for in this Agreement; defining the form and content of that notice; setting forth the method and timing of notice; directing that the Settlement Class be given notice of the date of the hearing at which the Court will consider whether finally to approve this Settlement Agreement; and authorizing Settlement Class Counsel to disseminate notice of the settlement and the proposed final judgment contemplated by this Agreement to the Settlement Class;

(d) granting preliminary approval to the Agreement; and

(e) setting a schedule for further proceedings in the case, including the schedule and procedure for any objections, for any motion for final approval of the Agreement, and for a hearing on that motion.

15. The text of the Preliminary Approval Motion, its exhibits, and the proposed form of order shall be agreed upon by Plaintiffs and Mitsubishi Electric before submission to the Court.

16. The Preliminary Approval Motion shall recite and ask the Court to find that the proposed form of and method for dissemination of the notice of settlement constitutes valid, due and sufficient notice to the Settlement Class, constitutes the best notice practicable under the circumstances, and complies fully with the requirements of due process, Federal Rule of Civil Procedure 23, and any applicable state laws.

17. If notice to the Settlement Class is given jointly with a notice of settlement(s) with any other settling defendant, for purposes of Paragraph 27 below, the costs of notice and claims administration shall be prorated with any other such defendant based on their respective settlement amounts.

18. Notice to the Settlement Class shall advise the persons and entities in the Settlement Class of their right to seek exclusion from the Settlement Class, contain the date by which all requests for exclusion must be submitted (“Opt-out Deadline”), and set forth the procedure for requesting exclusion.

19. Thereafter, in accordance with a schedule established by the Court, Plaintiffs shall file a motion in which they may seek the entry of an order and final judgment (“Final Approval Motion”) to secure the complete, and final dismissal with prejudice of the Complaint, without undue delay, as to Mitsubishi Electric only. The Final Approval Motion shall include a proposed form of order. The text of the Final Approval Motion, its exhibits, and the proposed form of order shall be agreed upon by Plaintiffs and Mitsubishi Electric before submission of the Motion. The proposed order and final judgment sought in the Final Approval Motion will include, at a minimum, the substance of the following provisions:

(a) as to the Complaint, approving finally this settlement and its terms as being a fair, reasonable and adequate settlement as to the Settlement Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation according to its terms;

(b) as to Mitsubishi Electric, directing that the Complaint be dismissed with prejudice and, except as provided for in this Agreement, without costs and expenses;

(c) directing Settlement Class Counsel to implement this Settlement Agreement, including administering and distributing the settlement to the Settlement Class;



(d) reserving exclusive jurisdiction over the settlement and this Agreement, including the administration and consummation of this settlement, to the Court, which shall be exclusive to the extent permitted by law; and

(e) determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing entry of final judgment of dismissal as to Mitsubishi Electric.

20. This Agreement shall become final when (i) the Court has entered a final order approving this Agreement under Federal Rule of Civil Procedure 23(e) and a final judgment dismissing the Complaint with prejudice as to Mitsubishi Electric against all Settlement Class Members and without costs other than those provided for in this Agreement, and (ii) the time for appeal or to seek permission to appeal from the Court's approval of this Agreement and entry of a final judgment as to the Mitsubishi Electric described in (i) hereof has expired or, if appealed, approval of this Agreement and the final judgment as to Mitsubishi Electric have been affirmed in their entirety by the court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal or review. It is agreed that the provisions of Rule 60 of the Federal Rules of Civil Procedure shall not be taken into account in determining the above-stated times. On the Execution Date, Plaintiffs and Mitsubishi Electric shall be bound by the terms of this Agreement, and this Agreement shall not be rescinded except in accordance with Paragraph 36 of this Agreement.

21. Neither this Agreement (whether or not it should become final) nor the final judgment, nor any and all negotiations, documents and discussions associated with them, shall be deemed or construed to be an admission by Mitsubishi Electric (or the Mitsubishi



Electric Releasees) or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by Mitsubishi Electric (or the Mitsubishi Electric Releasees), or of the truth of any of the claims or allegations contained in the Complaint or any pleading by Plaintiffs filed in the MDL, and evidence thereof shall not be discoverable or used directly or indirectly, in any way, whether in the MDL or in any other action or proceeding. Neither this Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any other action taken to carry out this Agreement by any of the settling parties shall be referred to, offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceedings, other than in a proceeding to enforce this Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law.

C. Release, Discharge, and Covenant Not to Sue.

22. In addition to the effect of any final judgment entered in accordance with this Agreement, upon this Agreement becoming final as set out in Paragraph 20 of this Agreement, and in consideration of payment of the Settlement Amount, as specified in Paragraph 25 of this Agreement, and for other good and valuable consideration identified in this Agreement, the Releasors shall completely release, acquit, and forever discharge the Mitsubishi Electric Releasees from any and all claims, demands, judgments, actions, suits, causes of action, whether class, individual, or otherwise (whether or not any Settlement Class Member has objected to the settlement or makes a claim upon or participates in the Settlement Fund, whether directly, representatively, derivatively, or in any other capacity) that Releasors, or each of them, ever had, now has, or hereafter can, shall, or may have on account of, or in any way arising out of, any and all known and unknown, foreseen and

unforeseen, suspected or unsuspected, actual or contingent, liquidated or unliquidated claims, injuries, damages, and consequences thereof in any way arising out of or relating in any way to any act or omission of the Mitsubishi Electric Releasees (or any of them) or any other entity concerning the manufacture, supply, distribution, sale, or pricing of CRTs or CRT Products up to the Execution Date, and concerning any conduct alleged or that could have been alleged by Releasors, or causes of action asserted or that could have been asserted by Releasors, regarding the CRT conspiracy alleged in the Complaint (that is, any conspiracy concerning the manufacture, supply, distribution, sale, or pricing of CRTs, whether sold separately or as part of CRT Products), arising under any federal law or under the laws of any Indirect Purchaser Jurisdiction (whether state antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, unjust enrichment, contract, or trade practice or any other law of those jurisdictions) (the “Released Claims”). Releasors shall not, after the Execution Date, sue or otherwise seek to establish liability against any Mitsubishi Electric Releasee based, in whole or in part, upon any of the Released Claims or conduct at issue in the Released Claims, except that Releasors reserve the right, in pursuing claims in the MDL against defendants other than the Mitsubishi Electric Releasees, to assert that Mitsubishi Electric participated in the alleged conspiracy to fix prices. However, this paragraph shall not preclude Plaintiffs from pursuing any and all of their claims against other defendants, excepting the Mitsubishi Electric Releasees, for the sale of CRTs or CRT Products by those other defendants, or any subsidiary or affiliate thereof, or their alleged co-conspirators, including claims against those other defendants for sales of CRTs or CRT Products manufactured by Mitsubishi Electric.

23. The release, discharge, and covenant not to sue set forth in Paragraph 22 of this Agreement does not include claims by any of the Settlement Class Members other than the Released Claims. For example, those provisions do not include Settlement Class Members' claims arising out of product liability, personal injury, or breach of contract not related to the subject matter of the Complaint, or claims arising under the laws of any jurisdiction not included in the Indirect Purchaser Jurisdictions. The release, discharge, and covenant not to sue set forth in Paragraph 22 of this Agreement also does not include claims by any person or entity that is not a member of the Settlement Class.

24. In addition to the provisions of Paragraph 22 of this Agreement, Releasors hereby expressly waive and release, upon this Agreement becoming final, any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code, which states:

CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE.  
A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR;

or by any law of any state of the United States, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code and applicable to the Settlement Class Members. Each Releasor may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims which are the subject matter of the provisions of Paragraph 22 of this Agreement, but each Releasor hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming final, any known or unknown, suspected or unsuspected,

contingent or non-contingent claim with respect to the subject matter of the provisions of Paragraph 22 of this Agreement, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

D. Settlement Amount.

25. Subject to the provisions hereof, and in full, complete and final settlement of the matters asserted in the Complaint as provided herein, Mitsubishi Electric shall pay \$33,000,000 (the "Settlement Amount") into an escrow account in United States Dollars to be administered in accordance with the provisions of Paragraph 26 of this Agreement (the "Escrow Account"). Mitsubishi Electric shall deposit the Settlement Amount into the Escrow Account within thirty (30) days after the later of (i) the Execution Date or (ii) the parties' execution of the Escrow Agreement described in Paragraph 26. The amount deposited into the Escrow Account, plus any interest on that amount, less any expenses authorized to be paid from the Escrow Account, shall constitute the "Settlement Fund."

26. Escrow Account.

(a) The Escrow Account will be established pursuant to an Escrow Agreement with a bank agreed upon by Plaintiffs and Mitsubishi Electric, with such Bank serving as escrow agent ("Escrow Agent") subject to escrow instructions mutually acceptable to Settlement Class Counsel and Mitsubishi Electric, such escrow to be administered under the Court's continuing supervision and control.

(b) The Escrow Agent shall cause the funds deposited in the Escrow Account to be invested in short-term instruments backed by the full faith and credit of the United States Government or fully insured in writing by the United States Government, or money market funds rated Aaa and AAA, respectively by Moody's Investor Services and

Standard and Poor's, invested substantially in such instruments, and shall reinvest any income from these instruments and the proceeds of these instruments as they mature in similar instruments at their then current market rates. Mitsubishi Electric will bear no risk of loss regarding the funds in the Escrow Account and shall discharge completely its obligation to pay under this Agreement by paying the Settlement Amount to the Escrow Account, as required in Paragraph 25.

(c) All funds held in the Escrow Account shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Agreement and/or further order(s) of the Court.

(d) Plaintiffs and Mitsubishi Electric agree to treat the Settlement Fund as being at all times a qualified settlement fund within the meaning of Treas. Reg. §1.468B-1. In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph 26, including the relation-back election (as defined in Treas. Reg. §1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

(e) For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the administrator shall be the Escrow Agent. The Escrow Agent shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including without



limitation the returns described in Treas. Reg. § 1.468B-2(k)(1)). Such returns (as well as the election described in Paragraph 26 (d)) shall be consistent with Paragraph 26 (d) and in all events shall reflect that all Taxes, as defined below (including any estimated Taxes, interest or penalties), on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in Paragraph 26 (f) hereof.

(f) All (i) taxes (including any estimated taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any taxes or tax detriments that may be imposed upon Mitsubishi Electric or any other Mitsubishi Electric Releasee with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a qualified settlement fund for federal or state income tax purposes (“Taxes”); and (ii) expenses and costs incurred in connection with the operation and implementation of Paragraphs 26 (d) through 26 (f) (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Paragraph 26 (f) (“Tax Expenses”)), shall be paid out of the Settlement Fund.

(g) Neither Mitsubishi Electric nor any other Mitsubishi Electric Releasee nor their respective counsel shall have any liability or responsibility for the Taxes or the Tax Expenses. Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the Court and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to any claimants authorized by the Court any funds necessary to pay such amounts including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any

amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)). Neither Mitsubishi Electric nor any other Mitsubishi Electric Releasee is responsible nor shall they have any liability therefor. Plaintiffs and Mitsubishi Electric agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of Paragraphs 26 (d) through 26 (f).

(h) If this Agreement does not receive final court approval, then the Settlement Fund shall be returned to Mitsubishi Electric from the Escrow Account by the Escrow Agent within thirty (30) calendar days.

27. Payment of Expenses.

(a) Subject to the proration provision in Paragraph 17, Mitsubishi Electric agrees to permit use of a maximum of \$3,000,000 of the Settlement Fund towards reasonable notice to the Settlement Class and the costs of administration of the Settlement Fund set forth in Paragraphs 14 and 19. The \$3,000,000, or the lesser prorated amount under Paragraph 17, in reasonable notice and administration expenses are not recoverable by Mitsubishi Electric if this Agreement does not become final pursuant to Paragraph 20, to the extent such funds are expended for notice and administration costs. Other than as set forth in this Paragraph 27 (a), each party shall be liable for its own costs or expenses of the litigation of the Action, including attorneys' fees; fees and expenses of expert witnesses and consultants; and costs and expenses associated with discovery, motion practice, hearings before the Court or any Special Master, appeals, trials or the negotiation of other settlements.

(b) If Settlement Class Counsel have entered or subsequently enter into any other settlements on behalf of the Settlement Class, or some or all of their members, before notice of this Agreement is given to the Settlement Class, Settlement Class Counsel



shall use reasonable efforts to provide a single notice to prospective class members of all of the settlements.

E. The Settlement Fund.

28. Releasors shall look solely to the Settlement Fund for settlement and satisfaction against the Mitsubishi Electric Releasees of all Released Claims, and shall have no other recovery against Mitsubishi Electric or any other Mitsubishi Electric Releasee, directly or indirectly.

29. After this Agreement becomes final within the meaning of Paragraph 20, the Settlement Fund shall be distributed in accordance with a plan to be submitted at the appropriate time by Plaintiffs, subject to approval by the Court. In no event shall Mitsubishi Electric or any Mitsubishi Electric Releasee have any responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, or administration of the Settlement Fund, including, but not limited to, the costs and expenses of such distribution and administration, with the sole exception of the provisions set forth in Paragraph 27 (a) of this Agreement. Mitsubishi Electric shall be dismissed from the Action prior to any distribution of this Settlement Fund.

30. Plaintiffs and Settlement Class Counsel shall be reimbursed and indemnified solely out of the Settlement Fund for all expenses. Mitsubishi Electric and the other Mitsubishi Electric Releasees shall not be liable for any costs, fees, or expenses of any of Plaintiffs' or the Settlement Class's respective attorneys, experts, advisors, agents, or representatives, but all such costs, fees, and expenses as approved by the Court shall be paid out of the Settlement Fund.

F. Cooperation

31. Upon execution of the Agreement, Mitsubishi Electric shall reasonably cooperate with Settlement Class Counsel as set forth specifically below:

(a) Mitsubishi Electric shall provide Settlement Class Counsel with copies of all discovery (including among other things, all documents, interrogatories, requests for admission, etc.) Mitsubishi Electric produces to any other party in the MDL, to the extent this discovery has not already been provided to Settlement Class Counsel;

(b) Mitsubishi Electric agrees to provide a declaration to establish, to the best of its ability, the foundation and authenticity of Mitsubishi Electric's transactional data. In addition, Mitsubishi Electric agrees to provide a declaration to establish, to the best of its ability, the foundation of any Mitsubishi Electric document or data Settlement Class Counsel identifies as necessary for summary judgment and/or trial in the MDL;

(c) If any document protected by the attorney-client privilege, attorney work product protection, joint defense or any other protection, privilege, or immunity is accidentally or inadvertently produced under this Paragraph, the document shall promptly be destroyed and/or returned to Mitsubishi Electric, and its production shall in no way be construed to have waived any privilege or protection attached to such document;

(d) Releasors and Settlement Class Counsel agree they will not use the information provided by Mitsubishi Electric or the Mitsubishi Electric Releasees or their representatives under this paragraph for any purpose other than the pursuit of the MDL, and will not publicize the information beyond what is reasonably necessary for the prosecution of the MDL or as otherwise required by law. Any documents and other information provided

will be deemed “Highly Confidential” and subject to the protective order entered in the MDL as if they had been produced in response to discovery requests and so designated;

(e) Notwithstanding any other provision in this Agreement, Plaintiffs agree that they and Settlement Class Counsel shall maintain all statements made by Mitsubishi Electric's counsel as strictly confidential; and that they shall not use directly or indirectly the information so received for any purpose other than the prosecution of the MDL. The parties and their counsel further agree that any statements made by Mitsubishi Electric's counsel in connection with and/or as part of this settlement, shall be protected by Federal Rule of Evidence 408, and shall in no event be discoverable by any person or treated as evidence of any kind.

G. Requests for Exclusion

32. The Notice of the settlement provided pursuant to Paragraphs 14 (c) and 18 shall advise members of the Settlement Class of their right, pursuant to Federal Rule of Civil Procedure 23, to request exclusion (“opt out”) from the Settlement Class and shall advise members of the Settlement Class of the procedure for requesting exclusion from the Settlement Class and the Opt-Out Deadline. Subject to Court approval, any person or entity seeking exclusion from the Settlement Class must file a written request for exclusion by the Opt-Out Deadline. The notice of settlement and final judgment to be disseminated to the Settlement Class will require that all written requests for exclusion include the full name, address and telephone number of the member of the Settlement Class who is seeking exclusion, and a statement that the member wishes to be excluded from the Settlement Class. Any person or entity that files a valid request for exclusion shall be excluded from the Settlement Class and shall have no rights with respect to this settlement.

33. Subject to Court approval, a request for exclusion that does not comply with all of the provisions set forth in the applicable Court approved notice of settlement and final judgment to be disseminated to the members of the Settlement Class will be invalid, and the person(s) or entity(ies) serving such an invalid request shall be deemed Settlement Class Member(s) and shall be bound by the Agreement upon final approval.

H. Settlement Class Counsel's Attorneys' Fees And Reimbursement of Expenses.

34. Settlement Class Counsel may submit an application or applications to the Court for payment of reasonable attorneys' fees and reimbursement of reasonable expenses (the "Fee and Expense Application") for distribution to them from the Settlement Fund.

(a) Mitsubishi Electric agrees that it will take no position regarding such application(s) for: (i) an award of attorneys' fees not in excess of one-third of the Settlement Fund; plus (ii) reimbursement of reasonable expenses and costs incurred, or to be incurred, in connection with prosecuting the Action, plus interest on such attorneys' fees, costs and expenses at the same rate and for the same period as earned by the Settlement Fund (until paid) as may be awarded by the Court (the "Fee and Expense Award").

(b) Settlement Class Counsel shall allocate the attorneys' fees among Plaintiffs' counsel in a manner which he in good faith believes reflects the contributions of such counsel to the prosecution and settlement of the Action, provided that if a court rules otherwise, Plaintiffs shall not have a right to rescind this Agreement based on that ruling. Settlement Class Counsel reserves the right to make additional applications for fees and expenses incurred, but in no event shall Mitsubishi Electric Releasees be responsible to pay any such additional fees and expenses except to the extent they are paid out of the Settlement

Fund. In addition, after final approval, Settlement Class Counsel may apply to use any amount paid by Mitsubishi Electric to pay the past or future expenses of this litigation.

(c) The Fee and Expense Award, as approved by the Court, shall be paid solely from the Settlement Fund to any Plaintiffs' counsel seeking such payment within five (5) court days after all of the following conditions have been met: (i) the Court has entered an order awarding plaintiffs' counsel its fees; (ii) such order has been provided to the Escrow Agent; (iii) the irrevocable letter of credit or other security described below has been provided to the Escrow Agent, Settlement Class Counsel and Mitsubishi Electric; and (iv) each such Plaintiff's counsel's law firm as a condition of receiving such fees, expenses and costs, on behalf of itself and each partner and/or shareholder of it, agrees before receiving funds that the law firm and its partners and/or shareholders are subject to the jurisdiction of the Court for the purpose of enforcing this Paragraph 34. Each such Plaintiffs' counsel as a condition to the receipt of payment of fees from the Settlement Fund prior to this Agreement becoming final as set forth in Paragraph 20 of this Agreement, shall deliver to the Escrow Agent, Settlement Class Counsel and Mitsubishi Electric either an irrevocable letter of credit or such other security as Mitsubishi Electric accepts in writing in advance of such payment. The security described in this paragraph shall be in favor of both Mitsubishi Electric and of the Settlement Fund.

(d) Settlement Class Counsel shall be responsible for providing adequate notice of their aggregate fee request to the Settlement Class as required by Federal Rule of Civil Procedure 23.

(e) For the avoidance of doubt, "Plaintiffs' counsel" as used in this Paragraph 34, shall include each attorney, sole practitioner and each law firm that receives



attorneys' fees or reimbursement of expenses from the Settlement Fund pursuant to Paragraph 34 (c) together jointly and severally with such attorney's law firm and all of their equity partners or equity owners. Mitsubishi Electric shall be entitled to enforce Paragraph 34 (c) and such related written undertakings in the Court. For the further avoidance of doubt, Mitsubishi Electric's obligation to fund the Settlement Fund will not be altered or increased if, for any reason, any Plaintiffs' counsel fails to repay to the Settlement Fund any sums due to be repaid pursuant to Paragraph 34.

(f) Nothing in Paragraph 34 shall require Plaintiffs' counsel to accept payment prior to this Agreement becoming final as defined in Paragraph 20, and Plaintiffs' counsel may request the Escrow Agent to withhold payment until this Agreement is final. Plaintiffs' counsel may elect to receive partial payment of fees and of expenses. Plaintiffs' counsel electing to receive payment prior to such finality shall be subject to the terms in Paragraph 34 (c).

(g) In the event that settlement approval is reversed on appeal or any portion of the Fee and Expense Award is vacated, reversed or reduced by the Court or on appeal, any Plaintiffs' counsel that received payments of any Fee and Expense Award that are subject to elimination or reduction shall, within ten (10) court days after receiving notice of the applicable court order, refund to the Settlement Fund the full amount of the Fee and Expense Award previously paid to such counsel pursuant to this Paragraph 34, or, if the Fee and Expense Award is reduced, a proportion of such full amount which shall be equal to the proportion of the reduced Fee and Expense Award to the original awards.

(h) In the event such Plaintiffs' counsel fails to make a full refund of the applicable amount of expenses received under Paragraph 34 (c) within the 10-day period,

such Plaintiffs' counsel (and/or such attorney's law firm and all of their equity partners or equity owners) shall be liable to Mitsubishi Electric or, if applicable, the Settlement Fund. In the event such Plaintiffs' counsel fails to make a full refund of the applicable amount of fees received under Paragraph 34 (c) within the 10-day period, Mitsubishi Electric or, if applicable, the Settlement Fund shall have the right to execute on the security. In no event shall any law firm be liable for repayment of any amounts received by any other law firm.

(i) The procedure for and the allowance or disallowance by the Court of the application by Settlement Class Counsel for attorneys' fees, costs and expenses to be paid out of the Settlement Fund are not part of this Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement, and any order or proceeding relating to the Fee and Expense Application, or any appeal from any such order shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the judgment approving the settlement.

(j) Neither Mitsubishi Electric nor any other Mitsubishi Electric Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to any payment to Plaintiffs' counsel of any Fee and Expense Award in the MDL.

(k) Neither Mitsubishi Electric nor any other Mitsubishi Electric Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to the allocation among Plaintiffs' counsel, and/or any other person who may assert some claim thereto, of any Fee and Expense Award that the Court may make in the MDL.



I. Effect of Exclusions

35. Within ten (10) business days after the end of the period to request exclusion from the Settlement Class, Settlement Class Counsel will cause copies of timely requests for exclusion from the Settlement Class to be provided to counsel for Mitsubishi Electric. To the extent that Mitsubishi Electric determines in good faith that the volume of commerce in CRT Products attributable to purchasers who would otherwise be members of the Settlement Class but who timely and validly requested exclusion from the Settlement Class equals or exceeds ten percent (10%) of the total volume of commerce purchased by all Settlement Class members during the Class Period, Mitsubishi Electric may terminate the Agreement within thirty (30) days of receipt of the list of exclusions, pursuant to the procedure set forth in Paragraph 36. For purposes of this calculation, purchases by those indirect purchasers that excluded themselves from the Settlement Class will nonetheless be included in the total volume of commerce. In addition, the indirect purchases of the Direct Action Plaintiffs that separately sued Mitsubishi Electric will not be included in the volume of excluded commerce or in the total volume of commerce.

J. Rescission if this Agreement is Not Approved, Final Judgment is Not Entered, or the Agreement is Terminated.

36. If the Court refuses to approve this Agreement or any part hereof, or if such approval is modified or set aside on appeal, or if the Court does not enter the final judgment provided for in Paragraphs 19 and 20 of this Agreement, or if the Court enters the final judgment and appellate review is sought, and on such review, such final judgment is not affirmed in its entirety, or the Agreement is terminated by Mitsubishi Electric pursuant to Paragraph 35, then Mitsubishi Electric and Plaintiffs shall each, in their sole discretion, have the option to rescind this Agreement in its entirety, except as provided in Paragraph 27 (a).

Written notice of the exercise of any such right to rescind shall be made according to the terms of Paragraph 48. A modification or reversal on appeal of any amount of Settlement Class Counsel's fees and expenses awarded by the Court from the Settlement Fund or the plan of distribution of the Settlement Fund to Settlement Class members shall not be deemed a modification of all or a part of the terms of this Agreement or such final judgment.

37. In the event that this Agreement does not become final pursuant to Paragraph 20, then the operative provisions of this Agreement shall be of no force or effect and any Settlement Fund shall be returned forthwith to Mitsubishi Electric less only disbursements already made in accordance with Paragraph 27 (a) of this Agreement. Plaintiffs expressly reserve all their claims and Mitsubishi Electric expressly reserves all of its rights and defenses if this Agreement does not become final within the meaning of Paragraph 20.

38. Plaintiffs and Mitsubishi Electric agree that this Agreement, whether or not it shall become final, and any and all negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by Mitsubishi Electric (or the Mitsubishi Electric Releasees), or of the truth of any of the claims or allegations contained in the Complaint or any other pleading filed in the MDL, or by any person or entity in any other action, or of the propriety of any class alleged in the Complaint, and evidence thereof shall not be discoverable or used directly or indirectly, in any way, whether in the MDL or in any other action or proceeding.

K. Miscellaneous

39. Mitsubishi Electric, Plaintiffs, and Settlement Class Counsel agree not to disclose publicly or to any other defendant in the MDL or third party the terms of this

Agreement until this Agreement is submitted to the Court for approval. A party may disclose the fact that it has settled the claims of the Settlement Class to the other parties in the MDL upon execution of this Settlement Agreement by both parties but not the terms of the settlement. The parties may, however, disclose the fact and amount of this Settlement to the Court.

40. Mitsubishi Electric shall be responsible for effectuating the notice to governmental officials called for by the Class Action Fairness Act.

41. This Agreement shall be construed and interpreted to effectuate the intent of the parties, which is to provide, through this Agreement, for a complete resolution of the relevant claims with respect to each Mitsubishi Electric Releasee as provided in this Agreement.

42. This Agreement does not settle or compromise any claim by Plaintiffs or any Settlement Class Member against any defendant or alleged co-conspirator other than the Mitsubishi Electric Releasees. All rights against such other defendants or alleged co-conspirators are specifically reserved by Plaintiffs and the Settlement Class. Mitsubishi Electric sales to the Settlement Class shall not be removed from the MDL.

43. The Court shall retain jurisdiction, which shall be exclusive to the extent permitted by law, over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute between the parties hereto arising out of or relating to this Agreement or the applicability of this Agreement that cannot be resolved by negotiation and agreement by Plaintiffs and Mitsubishi Electric. This Agreement shall be governed by and interpreted according to the

substantive laws of the State of California without regard to its choice of law or conflict of laws principles.

44. This Agreement constitutes the entire, complete and integrated agreement among Plaintiffs and Mitsubishi Electric pertaining to the settlement of the Complaint against Mitsubishi Electric, and supersedes all prior and contemporaneous undertakings of Plaintiffs and Mitsubishi Electric in connection herewith. This Agreement may not be modified or amended except in writing executed by Plaintiffs and Mitsubishi Electric, and approved by the Court.

45. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Plaintiffs and Mitsubishi Electric. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by Plaintiffs, Settlement Class Counsel or Mitsubishi Electric shall be binding upon, respectively, all Settlement Class Members, Releasers and Mitsubishi Electric. The Mitsubishi Electric Releasees (other than Mitsubishi Electric which is a party hereto) are third party beneficiaries of this Agreement and are authorized to enforce its terms applicable to them.

46. This Agreement may be executed in counterparts by Plaintiffs and Mitsubishi Electric, and a facsimile signature shall be deemed an original signature for purposes of executing this Agreement.

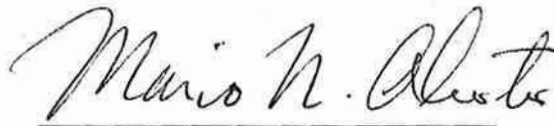
47. Neither Plaintiffs nor Mitsubishi Electric shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

48. Where this Agreement requires either party to provide notice or any other communication or document to the other, such notice shall be in writing, and such notice, communication, or document shall be provided by email, facsimile or letter by overnight delivery to the undersigned counsel of record for the party to whom notice is being provided.

49. With respect to any person or entity that timely exercises its right to be excluded from the Settlement Class, Mitsubishi Electric reserves all its legal rights and defenses, including, but not limited to, any defenses relating to whether the excluded person or entity is an indirect purchaser of any allegedly price-fixed product and or has standing to bring any claim including under any antitrust, unfair competition, or consumer protection law.

50. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement, subject to Court approval.

Dated: October 24, 2017



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**Attorneys for Plaintiffs and Settlement Class  
Counsel**

Dated: October \_\_, 2017



48. Where this Agreement requires either party to provide notice or any other communication or document to the other, such notice shall be in writing, and such notice, communication, or document shall be provided by email, facsimile or letter by overnight delivery to the undersigned counsel of record for the party to whom notice is being provided.

49. With respect to any person or entity that timely exercises its right to be excluded from the Settlement Class, Mitsubishi Electric reserves all its legal rights and defenses, including, but not limited to, any defenses relating to whether the excluded person or entity is an indirect purchaser of any allegedly price-fixed product and or has standing to bring any claim including under any antitrust, unfair competition, or consumer protection law.

50. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement, subject to Court approval.

Dated: October \_\_, 2017

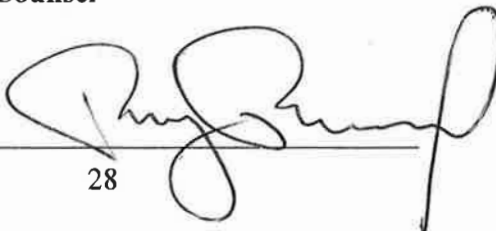
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**Attorneys for Plaintiffs and Settlement Class  
Counsel**

Dated: October <sup>25</sup>\_\_, 2017

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**Attorneys for Mitsubishi Electric Corporation**



**ADDENDUM TO SETTLEMENT AGREEMENT BETWEEN INDIRECT PURCHASER PLAINTIFFS AND MITSUBISHI ELECTRIC CORPORATION**

This Addendum to the Settlement Agreement dated October 25, 2017 (“Addendum”), entered into by and between Mitsubishi Electric Corporation (“Mitsubishi Electric”) and the indirect purchaser plaintiff class representatives (“Plaintiffs”), both individually and on behalf of a proposed settlement class of indirect purchasers of Cathode Ray Tubes (CRTs) and CRT Products (“the Settlement Class”) as more particularly described below, is made and entered into this 15th day of February 2018.

WHEREAS, Plaintiffs filed a class action complaint against Mitsubishi Electric (the “Complaint”) on their own behalf and on behalf of 31 indirect purchaser state classes, alleging that Mitsubishi Electric participated in an unlawful conspiracy to raise, fix, maintain, or stabilize the price of CRTs at artificially high levels in violation of various state antitrust, unfair competition and consumer protection laws of the jurisdictions alleged in the Complaint;

WHEREAS, the Complaint alleges violations of Missouri’s consumer protection statute (Mo. Rev. Stat. §407.020) on behalf of a class of Missouri indirect purchasers who or which, in accordance with the requirements of the Missouri statute, purchased CRTs or CRT Products “primarily for personal, family, or household purposes.” Mo. Rev. Stat. §407.025, Complaint ¶¶ 244, 245, 277(a);

WHEREAS, the Complaint alleges violations of Montana’s consumer protection statute (Montana Code §30-14-103) on behalf of a class of Montana indirect purchasers who or which, in accordance with the requirements of the Montana statute, purchased CRTs or

CRT Products “primarily for personal, family, or household purposes.” Montana Code §§30-14-102, 30-14-133, Complaint ¶¶ 244, 245, 278(a);

WHEREAS, the Complaint alleges violations of Rhode Island’s consumer protection statute (Rhode Island Gen. Laws § 6-13.1-1, *et seq.*) on behalf of a class of Rhode Island natural persons who, in accordance with the requirements of the statute, indirectly purchased CRTs or CRT Products “primarily for personal, family, or household purposes.” R.I. Gen. Laws §6-13.1-5.2, Complaint ¶¶ 244, 245, 287(a);

WHEREAS, after arms-length negotiations in which Mitsubishi Electric and Plaintiffs were represented by counsel, and which included a mediation before U.S. Magistrate Judge Jacqueline Scott Corley on May 23, 2017, the parties negotiated and entered into a Settlement Agreement (“Agreement”) pursuant to which Plaintiffs agreed to release all of their claims against Mitsubishi Electric in exchange for \$33,000,000 in cash, which Agreement was executed by all parties on October 25, 2017, and in which Mitsubishi Electric made no admission of liability;

WHEREAS, the parties have met and conferred and agree that it is necessary to conform the definition of the Settlement Class in the Agreement to the requirements of the Missouri, Montana, and Rhode Island consumer protection statutes, and the allegations of the Complaint;

NOW, THEREFORE, it is agreed by and among the undersigned on behalf of the Mitsubishi Electric Releasees (as defined in Paragraph 6 of the Agreement) and Plaintiffs (as defined in Paragraph 7 of the Agreement) that the definition of the Settlement Class contained in Paragraph 10 of the Agreement is modified as follows:

1. “Settlement Class” shall mean:

a) all persons or entities who or which indirectly purchased in an Indirect Purchaser Jurisdiction, other than Missouri, Montana, and Rhode Island, for their own use and not for resale, CRTs or CRT Products manufactured and/or sold by any Mitsubishi Electric Releasee, or any Alleged Co-Conspirator, where such purchase took place during the following time periods:

- 1) From March 1, 1995 through November 25, 2007 for purchases in Arizona, Arkansas, California, District of Columbia, Florida, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin;
- 2) From June 25, 2002 through November 25, 2007 for purchases in Hawaii;
- 3) From July 20, 2002 through November 25, 2007 for purchases in Nebraska;
- 4) From February 4, 1999 through November 25, 2007 for purchases in Nevada;

b) All persons who or which indirectly purchased in Missouri from March 1, 1995 through November 25, 2007, for their own use and not for resale, and primarily for personal, family or household purposes, CRTs or CRT Products

manufactured and/or sold by any Mitsubishi Electric Releasee, or any Alleged Co-Conspirator;

c) All persons who or which indirectly purchased in Montana from March 1, 1995 through November 25, 2007, for their own use and not for resale, and primarily for personal, family, or household purposes, CRTs or CRT Products manufactured and/or sold by any Mitsubishi Electric Releasee, or any Alleged Co-Conspirator;

d) All natural persons who indirectly purchased in Rhode Island from March 1, 1995 through November 25, 2007, for their own use and not for resale, and primarily for personal, family, or household purposes, CRTs or CRT Products manufactured and/or sold by any Mitsubishi Electric Releasee, or any Alleged Co-Conspirator;

e) specifically excluded from the Settlement Class are Mitsubishi Electric Releasees, Alleged Co-Conspirators, any federal, state or local government entities, and any judicial officer presiding over this action and the members of his/her immediate family and judicial staff.

2. Other than the foregoing modification to the definition of the Settlement Class contained in Paragraph 10 of the Agreement, no other modification to the Agreement, or to the rights and obligations of the parties to the Agreement, is made or intended herein in this Addendum.



3. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Addendum, subject to Court approval.

Dated: February \_\_, 2018

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**Attorneys for Plaintiffs and Settlement Class  
Counsel**

Dated: February 15, 2018



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**Attorneys for Mitsubishi Electric Corporation**

# **EXHIBIT B**

CONFIDENTIAL SETTLEMENT COMMUNICATION

**STRAUS & BOIES, LLP**

ATTORNEYS AT LAW  
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FIFTH FLOOR  
FAIRFAX, VIRGINIA 22030  
TELEPHONE: (703) 764-8700  
FACSIMILE: (703) 764-8704

April 9, 2018

**VIA E-MAIL**

Jan L. Westfall  
29896 Blue Water Way  
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jlwestfall.esq@gmail.com

RE: *In re Cathode Ray (CRT) Antitrust Litigation*  
Case No. 16-16374 in the United States Court of Appeals for the Ninth Circuit

Dear Ms. Westfall:

This Letter Agreement (“**Agreement**”) concerns Appeal No. 16-16374 (“**the Appeal**”) brought by objector Donnie Clifton (“**Objector/Appellant**”), and pending in the United States Court of Appeals for the Ninth Circuit in the matter of *In re: Cathode Ray Tube (CRT) Antitrust Litigation* (“**the CRT Litigation Appeal**”). This Agreement is made and entered into by and between Objector/Appellant and his attorney, Jan Westfall, and Lead Counsel for Indirect Purchaser Plaintiffs (“**Lead Counsel**”) in MDL No. 1917, Case No. 3:07-cv-05944-JST (“**the CRT Litigation**”) (collectively the “**Parties**”). This Agreement memorializes the terms and conditions under which the Appeal shall be finally and fully compromised, settled and released, and the Appeal be dismissed with prejudice with no further adverse action taken, including objections filed or appeals taken in either the *CRT Litigation Appeal* or in matters arising in or from the *CRT*



**CONFIDENTIAL SETTLEMENT COMMUNICATION**

*Litigation*, including without limitation in the settlement of *Luscher v. Mitsubishi Electric Corp.*, Case No. 17-cv-04067-JST, by Objector/Appellant or his counsel.

Whereas the Parties have agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the Parties agree as follows:

1. Within two (2) business days of the last execution date of this Agreement (**the “Execution Date”**), the undersigned Counsel for Objector/Appellant shall file a dismissal in the form of Exhibit A attached hereto with the United States Court of Appeals for the Ninth Circuit to dismiss the Appeal with prejudice and without costs and expenses. The Parties acknowledge dismissal of the Appeal lies within the discretion of the court and this Agreement is not contingent on the court’s granting of the dismissal;
2. Objector/Appellant hereby releases his claims in the *CRT Litigation* Appeal and the *CRT Litigation* on behalf of himself and his past and present employees, agents, attorneys, servants, representatives, affiliates, partners, insurers, and all other persons, partnerships or corporations with whom the former have been or are now affiliated; and the predecessors, successors, heirs, executives, administrators and assigns, as well as anyone claiming by, for or through Objector/Appellant or the foregoing. As stated above, neither Objector/Appellant nor his counsel will file any further objections or appeals in either the *CRT Litigation* Appeal or in matters arising in or from the *CRT Litigation*, including without limitation in the event of reversal and remand, or in the settlement of *Luscher v. Mitsubishi Electric Corp.*, Case No. 17-cv-04067-JST;
3. In consideration for dismissal of the Appeal and the release of all claims relating to the *CRT Litigation*, Lead Counsel shall pay Two Hundred and Twenty Five Thousand Dollars (\$225,000.00) (**the “Settlement Amount”**) to Objector/Appellant. The Settlement Amount consists of the following three components: a Thirty Thousand Dollars (\$30,000) service payment to Objector/Appellant; Three Thousand Dollars (\$3,000) in costs; and One Hundred and Ninety Two Thousand Dollars (\$192,000) in attorneys’ fees (**the “Attorney Fee Amount”**). Lead Counsel shall pay the Settlement Amount to Objector/Appellant via wire transfer pursuant to the instructions of Attorney Jan L. Westfall, at a time and under the conditions described below. Lead Counsel further agrees to release and forever hold harmless Objector/Appellant and his counsel from any and all claims or causes of action arising from either the objections or the proceedings in the district court in the *CRT Litigation* or arising in the course of the Appeal – whether presently known or unknown, vested or contingent, suspected or unsuspected, in law or in equity, up to the execution date;

**CONFIDENTIAL SETTLEMENT COMMUNICATION**

4. The payment of the Settlement Amount by Lead Counsel to Attorney Jan L. Westfall on behalf of Objector/Appellant will occur within ten (10) business days of the finality of all of the following:
  - (a) the “Order Granting Final Approval of Indirect Purchaser Settlements” (the *CRT Litigation*, Dkt. No. 4712), or subsequent like order;
  - (b) the “Order on Attorneys’ Fees, Expenses, and Incentive Awards Re: Indirect Purchaser Plaintiff Settlements” (the *CRT Litigation*, Dkt. No. 4740), or subsequent like order;
  - (c) the “Order Re: Allocation of IPP Attorneys’ Fee Award” (the *CRT Litigation*, Dkt. No. 5122), or subsequent like order; and
  - (d) the entry of a final order, if any, directing payment of funds to Class Counsel (collectively, “the Orders”).
5. The Orders shall be determined to be Final by the occurrence of the first of the following events: (a) the dismissal of all pending appeals taken from any of the Orders; (b) a decision by the Court of Appeals in each of the then-pending cases in the *CRT Litigation* Appeal that affirms the District Court, and (i) the expiration of the period(s) for petitioning the United States Supreme Court to issue a writ of *certiorari*, or (ii) the denial of *certiorari* by the United States Supreme Court and of any petition for rehearing of such denial; or (c) a determination by the Supreme Court affirming the District Court, and the denial of any petition for rehearing that may be filed.
6. In the event that the original Orders do not become Final, as defined above, and alternative orders and judgments are entered and ultimately become Final in the *CRT Litigation*, as set forth in paragraph 4, which orders provide for lower awards of attorneys’ fees or expenses, the payment to the Objector/Appellant under this agreement shall be made within ten (10) days from the finality of these alternative orders (as finality is defined in paragraph 4) and the entry of any necessary order directing payment of said awards, provided however that the payment to Objector/Appellant of the Attorney Fee Amount pursuant to this Agreement shall be reduced in proportion to any reduction that may have been made to the aggregate awarded attorneys’ fees and/or expense reimbursements. This reduction shall be computed by multiplying the Attorney Fee Amount by a fraction in which the reduced attorneys’ fees and/or expense award is the numerator and the original attorneys’ fees and/or expense award in the Orders is the denominator. That is, the Attorney Fee Amount paid to Objector/Appellant shall be reduced by the same percentage that the attorneys’ fees and/or expenses are reduced.
7. The Parties shall be bound on the Execution Date by the terms of this Agreement and it shall not be rescinded.
8. Lead Counsel shall cause a Form 1099 to be issued to attorney Jan L. Westfall for the Settlement Amount.

**CONFIDENTIAL SETTLEMENT COMMUNICATION**

9. Each attorney executing this Letter Agreement hereby warrants that such attorney has the full authority to do so.
10. The provisions of this Agreement constitute the entire agreement between Lead Counsel and the Objector/Appellant, and no representations, warranties or inducements have been made to any person concerning the agreements referred to herein, other than those contained herein. Any prior agreements or understandings between the Parties hereto are integrated into this Agreement. No changes, amendments or modifications shall be made to this Agreement, except those that are in writing, identified as a change, amendment or modification to the agreements contained herein, and signed by all of the signatories to this Agreement.
11. In addition to the releases set forth in paragraphs 2 and 3, the Parties further expressly waive and release, upon this Agreement becoming Final, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which states:

CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR,

or by any comparable law of any state or territory of the United States, or principle of common law. The Parties may hereafter discover facts other than or different from those which he knows or believes to be true with respect to the claims that are the subject matter of the releases contained herein, but the Parties hereby expressly waive and fully, finally, and forever settle and release, upon this Agreement becoming Final, any known or unknown, suspected or unsuspected, contingent or non-contingent claims with respect to the subject matter of the release, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

12. Neither this Agreement nor any and all negotiations, documents and discussions associated with them shall be deemed or construed to be an admission by Lead Counsel of the validity of any argument raised by Objector/Appellant, whether in the *CRT Litigation*, the *CRT Litigation Appeal*, or any other proceeding.
13. This Agreement shall be construed and interpreted to effectuate the intent of the Parties, which is to provide, through this Agreement, for a complete resolution of the relevant claims as provided herein.
14. This Agreement may be executed in one or more counterparts. A facsimile signature, PDF or JPG of a signature, or an electronic signature attested to by the signing party as authentic through email or other correspondence, shall be deemed an original signature for purposes

CONFIDENTIAL SETTLEMENT COMMUNICATION

of executing this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument.

- 15. This Agreement is the product of negotiations and preparations by each party and his or her attorneys. Therefore, the Parties agree that neither Objector/Appellant nor Lead Counsel shall be considered the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.
- 16. Objector/Appellant acknowledges that, in executing this Agreement, he has had the opportunity to seek the advice of counsel and has read and understood all of the terms and provisions of this Agreement.
- 17. Pursuant to the Parties' agreement, Ninth Circuit Rule 33-1, the rules and procedures of the Ninth Circuit Mediation Office, and Fed. R. Evid. 408, the provisions of this Agreement are highly confidential, as are all communications regarding this Agreement, including those concerning the negotiation of the terms and conditions embodied herein, and none of these provisions or communications may be shared or discussed in any way with anyone except: a signatory hereto; the Court; persons designated by Lead Counsel; or as may be necessary in the enforcement of this Agreement.
- 18. Any dispute arising under this Agreement shall be resolved by binding arbitration via ADR Services in San Francisco, California ("ADR Services") under the Streamlined Arbitration Rules; and the parties hereto consent to the jurisdiction of ADR Services. This Agreement shall be governed and interpreted according to the substantive laws of the State of California without regard to its choice of law or conflict of laws principles.
- 19. The Parties agree that the prevailing party to any dispute arising under this Agreement shall be entitled to all of their attorneys' fees, costs, and expenses, including expert witness fees, from the non-prevailing party.

ON BEHALF OF LEAD COUNSEL:

Date:

4/9/18

*Timothy D. Battin* PP. *Chule*

\_\_\_\_\_  
Timothy D. Battin  
Straus & Boies, LLP

Date:

\_\_\_\_\_  
Jan L. Westfall

Date:

\_\_\_\_\_  
Objector/Appellant Donnie Clifton



CONFIDENTIAL SETTLEMENT COMMUNICATION

of executing this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument.

- 15. This Agreement is the product of negotiations and preparations by each party and his or her attorneys. Therefore, the Parties agree that neither Objector/Appellant nor Lead Counsel shall be considered the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.
- 16. Objector/Appellant acknowledges that, in executing this Agreement, he has had the opportunity to seek the advice of counsel and has read and understood all of the terms and provisions of this Agreement.
- 17. Pursuant to the Parties' agreement, Ninth Circuit Rule 33-1, the rules and procedures of the Ninth Circuit Mediation Office, and Fed. R. Evid. 408, the provisions of this Agreement are highly confidential, as are all communications regarding this Agreement, including those concerning the negotiation of the terms and conditions embodied herein, and none of these provisions or communications may be shared or discussed in any way with anyone except: a signatory hereto; the Court; persons designated by Lead Counsel; or as may be necessary in the enforcement of this Agreement.
- 18. Any dispute arising under this Agreement shall be resolved by binding arbitration via ADR Services in San Francisco, California ("ADR Services") under the Streamlined Arbitration Rules; and the parties hereto consent to the jurisdiction of ADR Services. This Agreement shall be governed and interpreted according to the substantive laws of the State of California without regard to its choice of law or conflict of laws principles.
- 19. The Parties agree that the prevailing party to any dispute arising under this Agreement shall be entitled to all of their attorneys' fees, costs, and expenses, including expert witness fees, from the non-prevailing party.

ON BEHALF OF LEAD COUNSEL:

Date: 4/9/18



\_\_\_\_\_  
Timothy D. Battin  
Straus & Boies, LLP

Date:

\_\_\_\_\_  
Jan L. Westfall

Date:

\_\_\_\_\_  
Objector/Appellant Donnie Clifton

CONFIDENTIAL SETTLEMENT COMMUNICATION

of executing this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument.

15. This Agreement is the product of negotiations and preparations by each party and his or her attorneys. Therefore, the Parties agree that neither Objector/Appellant nor Lead Counsel shall be considered the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.
16. Objector/Appellant acknowledges that, in executing this Agreement, he has had the opportunity to seek the advice of counsel and has read and understood all of the terms and provisions of this Agreement.
17. Pursuant to the Parties' agreement, Ninth Circuit Rule 33-1, the rules and procedures of the Ninth Circuit Mediation Office, and Fed. R. Evid. 408, the provisions of this Agreement are highly confidential, as are all communications regarding this Agreement, including those concerning the negotiation of the terms and conditions embodied herein, and none of these provisions or communications may be shared or discussed in any way with anyone except: a signatory hereto; the Court; persons designated by Lead Counsel; or as may be necessary in the enforcement of this Agreement.
18. Any dispute arising under this Agreement shall be resolved by binding arbitration via ADR Services in San Francisco, California ("ADR Services") under the Streamlined Arbitration Rules; and the parties hereto consent to the jurisdiction of ADR Services. This Agreement shall be governed and interpreted according to the substantive laws of the State of California without regard to its choice of law or conflict of laws principles.
19. The Parties agree that the prevailing party to any dispute arising under this Agreement shall be entitled to all of their attorneys' fees, costs, and expenses, including expert witness fees, from the non-prevailing party.

ON BEHALF OF LEAD COUNSEL:

Date:

\_\_\_\_\_  
Timothy D. Battin  
Straus & Boies, LLP

Date:

4/9/2018

\_\_\_\_\_  
  
Jan L. Westfall

Date:

4.9.2018

\_\_\_\_\_  
  
Objector/Appellant Donnie Clifton

## **EXHIBIT A**



Record No. 16-16374

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In The  
**United States Court of Appeals**  
For the Ninth Circuit



**In re : CATHODE RAY TUBE (CRT) ANTITRUST  
LITIGATION,**

**INDIRECT PURCHASER PLAINTIFFS, ET AL.**  
Plaintiffs-Appellees

v.

**TOSHSIBA CORPORATION, ET AL.**  
Defendant-Appellees

**Objector Donnie Clifton,**  
Appellant

---

On Appeal From The United States District Court For The Northern  
District Of California, Case No. 3:07-Cv-05944-JST

---

**APPELLANT'S MOTION TO VOLUNTARILY DISMISS APPEAL**

---

---

Jan L. Westfall  
29896 Blue Water Way  
Menifee, CA 92584  
Tel: 619.940.2880  
Email : jlwestfall.esq@gmail.com

*Counsel for Appellant Donnie Clifton*

Pursuant to Federal Rule of Appellate Procedure 42(b), Appellant Donnie Clifton hereby moves the Court for an order dismissing Appeal No. 16-16374 with prejudice. This motion is limited to Appeal No. 16-16374 and does not affect the pendency of the remaining appeals consolidated with this appeal pursuant to the court's order dated January 26, 2017 (i.e., Appeal Nos. 16-16368, 16-16371, 16-16373, 16-16377, 16-16378, 16-16379, 16-16395, 16-16399, 16-16400, and 16-16427). The ground for this motion is that Appellant no longer desires to pursue this appeal.

Appellees do not oppose the motion. The parties have agreed each shall bear its own costs and fees.

Dated: April [ ], 2018

/s/ Jan L. Westfall  
Jan L. Westfall  
29896 Blue Water Way  
Menifee, CA 92584  
Tel: 619.940.2880  
jlwestfall.esq@gmail.com

*Counsel for Appellant Donnie Clifton*

## **CERTIFICATE OF SERVICE**

I hereby certify that on this day, April [ ], 2018, I electronically filed the foregoing APPELLANT'S MOTION TO VOLUNTARILY DISMISS APPEAL via the electronic docketing system for the U.S. Court of Appeals for the Ninth Circuit, thereby effecting service on all counsel of record.

/s/Jan L. Westfal

Jan L. Westfall

29896 Blue Water Way

Menifee, CA 92584

Tel: 619.940.2880

jlwestfall.esq@gmail.com

*Counsel for Appellant Donnie Clifton*

# **EXHIBIT C**

CONFIDENTIAL SETTLEMENT COMMUNICATION

**STRAUS & BOIES, LLP**

ATTORNEYS AT LAW  
4041 UNIVERSITY DRIVE  
FIFTH FLOOR  
FAIRFAX, VIRGINIA 22030  
TELEPHONE: (703) 764-8700  
FACSIMILE: (703) 764-8704

April 3, 2018

VIA E-MAIL

John C. Kress  
The Kress Law Firm, LLC  
4247 South Grand Blvd  
St. Louis, MO 63111  
jckress@thekresslawfirm.com

Steve A. Miller  
Steve A. Miller, P.C.  
1625 Larimer Street, Ste. 2905  
Denver, CO 80202  
sampc01@gmail.com

Jonathan E. Fortman  
Law Office of Jonathan E. Fortman, LLC  
250 St. Catherine Street  
Florissant, MO 63031  
jef@fortmanlaw.com

RE: *In re Cathode Ray (CRT) Antitrust Litigation*  
Case No. 16-16368 in the United States Court of Appeals for the Ninth Circuit

Dear Mr. Bandas:

This Letter Agreement ("**Agreement**") concerns Appeal No. 16-16368 ("**the Appeal**") brought by objectors John Finn and Laura Townsend Fortman ("**Objectors/Appellants**"), and pending in the United States Court of Appeals for the Ninth Circuit in the matter of *In re: Cathode Ray Tube (CRT) Antitrust Litigation* ("**the CRT Litigation Appeal**"). This Agreement is made and entered into by and between Objectors/Appellants and Lead Counsel for Indirect Purchaser

CONFIDENTIAL SETTLEMENT COMMUNICATION

Plaintiffs ("**Lead Counsel**") in MDL No. 1917, Case No. 3:07-cv-05944-JST ("**the CRT Litigation**") (collectively the "**Parties**"). This Agreement memorializes the terms and conditions under which the Appeal shall be finally and fully compromised, settled and released, and the Appeal be dismissed with prejudice with no further adverse action taken, including objections filed or appeals taken in either the *CRT Litigation* Appeal or in matters arising in or from the *CRT Litigation*, including without limitation in the settlement of *Luscher v. Mitsubishi Electric Corp.*, Case No. 17-cv-04067-JST, by Objectors/Appellants or their counsel.

Whereas the Parties have agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the Parties agree as follows:

1. Within two (2) business days of the last execution date of this Agreement (**the "Execution Date"**), the undersigned Counsel for Objectors/Appellants shall file all necessary forms and papers with the United States Court of Appeals for the Ninth Circuit to dismiss the Appeal with prejudice and without costs and expenses;
2. Objectors/Appellants hereby release their claims in the *CRT Litigation* Appeal and the *CRT Litigation* on behalf of themselves and their past and present employees, agents, attorneys, servants, representatives, affiliates, partners, insurers, and all other persons, partnerships or corporations with whom the former have been or are now affiliated; and the predecessors, successors, heirs, executives, administrators and assigns, as well as anyone claiming by, for or through Objectors/Appellants or the foregoing. As stated above, Objectors/Appellants or their counsel will file no further objections or appeals in either the *CRT Litigation* Appeal or in matters arising in or from the *CRT Litigation*, including without limitation in the event of reversal and remand, or in the settlement of *Luscher v. Mitsubishi Electric Corp.*, Case No. 17-cv-04067-JST;
3. In consideration for dismissal of the Appeal and the release of all claims relating to the *CRT Litigation*, Lead Counsel shall pay Two Hundred and Twenty Five Thousand Dollars (\$225,000.00) (**the "Settlement Amount"**) to Objectors/Appellants via wire transfer pursuant to the instructions of Attorney John C. Kress, at a time and under the conditions described below;

CONFIDENTIAL SETTLEMENT COMMUNICATION

4. The payment of the Settlement Amount by Lead Counsel to Attorney John C. Kress on behalf of Objectors/Appellants will occur within ten (10) business days of the finality of all of the following:
  - (a) the "Order Granting Final Approval of Indirect Purchaser Settlements" (the *CRT Litigation*, Dkt. No. 4712), or subsequent like order;
  - (b) the "Order on Attorneys' Fees, Expenses, and Incentive Awards Re: Indirect Purchaser Plaintiff Settlements" (the *CRT Litigation*, Dkt. No. 4740), or subsequent like order;
  - (c) the "Order Re: Allocation of IPP Attorneys' Fee Award" (the *CRT Litigation*, Dkt. No. 5122), or subsequent like order; and
  - (d) the entry of a final order, if any, directing payment of funds to Class Counsel (collectively, "the Orders").
5. The Orders shall be determined to be Final by the occurrence of the first of the following events: (a) the dismissal of all pending appeals taken from any of the Orders; (b) a decision by the Court of Appeals in each of the then-pending cases in the *CRT Litigation Appeal* that affirms the District Court, and (i) the expiration of the period(s) for petitioning the United States Supreme Court to issue a writ of *certiorari*, or (ii) the denial of *certiorari* by the United States Supreme Court and of any petition for rehearing of such denial; or (c) a determination by the Supreme Court affirming the District Court, and the denial of any petition for rehearing that may be filed.
6. In the event that the original Orders do not become Final, as defined above, and alternative orders and judgments are entered and ultimately become Final in the *CRT Litigation*, as set forth in paragraph 4, which orders provide for lower awards of attorneys' fees or expenses, the payment to the Objectors/Appellants under this agreement shall be made within ten (10) days from the finality of these alternative orders (as defined in paragraph 4) and the entry of any necessary order directing payment of said awards, provided however that the payment to Objectors/Appellants pursuant to this Agreement shall be reduced in proportion to any reduction that may have been made to the aggregate awarded attorneys' fees and/or expense reimbursements. This reduction shall be computed by multiplying the Settlement Amount by a fraction in which the reduced attorneys' fees and/or expense award is the numerator and the original attorneys' fees and/or expense award in the Orders is the denominator. That is, the Settlement Amount paid to Objectors/Appellants shall be reduced by the same percentage that the attorneys' fees and/or expenses are reduced.
7. The Parties shall be bound on the Execution Date by the terms of this Agreement and it shall not be rescinded.
8. Lead Counsel shall cause a Form 1099 to be issued to attorney John C. Kress for the Settlement Amount.



CONFIDENTIAL SETTLEMENT COMMUNICATION

9. Each attorney executing this Letter Agreement hereby warrants that such attorney has the full authority to do so.
10. The provisions of this Agreement constitute the entire agreement between Lead Counsel and the Objectors/Appellants, and no representations, warranties or inducements have been made to any person concerning the agreements referred to herein, other than those contained herein. Any prior agreements or understandings between the Parties hereto are integrated into this Agreement. No changes, amendments or modifications shall be made to this Agreement, except those that are in writing, identified as a change, amendment or modification to the agreements contained herein, and signed by all of the signatories to this Agreement.
11. Objectors/Appellants hereby expressly waive and release, upon this Agreement becoming Final, any and all provisions, rights, and benefits conferred by Section 1532 of the California Civil Code, which states:

CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR,

or by any comparable law of any state or territory of the United States, or principle of common law. Objectors/Appellants may hereafter discover facts other than or different from those which they know or believe to be true with respect to the claims that are the subject matter of his release, but Objectors/Appellants hereby expressly waive and fully, finally, and forever settle and release, upon this Agreement becoming Final, any known or unknown, suspected or unsuspected, contingent or non-contingent claims with respect to the subject matter of the release, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

12. Neither this Agreement nor any and all negotiations, documents and discussions associated with them shall be deemed or construed to be an admission by Lead Counsel of the validity of any argument raised by Objectors/Appellants, whether in the *CRT Litigation*, the *CRT Litigation Appeal*, or any other proceeding.
13. This Agreement shall be construed and interpreted to effectuate the intent of the Parties, which is to provide, through this Agreement, for a complete resolution of the relevant claims as provided herein.
14. This Agreement may be executed in one or more counterparts. A facsimile signature, PDF or JPG of a signature, or an electronic signature attested to by the signing party as authentic through email or other correspondence, shall be deemed an original signature for purposes of executing this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument.

CONFIDENTIAL SETTLEMENT COMMUNICATION

15. This Agreement is the product of negotiations and preparations by each party and his or her attorneys. Therefore, the Parties agree that neither Objectors/Appellants nor Lead Counsel shall be considered the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.
16. Objectors/Appellants acknowledge that, in executing this Agreement, they have had the opportunity to seek the advice of counsel and have read and understood all of the terms and provisions of this Agreement.
17. Pursuant to the Parties' agreement, Ninth Circuit Rule 33-1, the rules and procedures of the Ninth Circuit Mediation Office, and Fed. R. Evid. 408, the provisions of this Agreement are highly confidential, as are all communications regarding this Agreement, including those concerning the negotiation of the terms and conditions embodied herein, and none of these provisions or communications may be shared or discussed in any way with anyone except: a signatory hereto; the Court; persons designated by Lead Counsel; or as may be necessary in the enforcement of this Agreement.
18. Any dispute arising under this Agreement shall be resolved by binding arbitration via ADR Services in San Francisco, California ("ADR Services") under the Streamlined Arbitration Rules; and the parties hereto consent to the jurisdiction of ADR Services. This Agreement shall be governed and interpreted according to the substantive laws of the State of California without regard to its choice of law or conflict of laws principles.
19. The Parties agree that the prevailing party to any dispute arising under this Agreement shall be entitled to all of their attorneys' fees, costs, and expenses, including expert witness fees, from the non-prevailing party.

ON BEHALF OF LEAD COUNSEL:

Date:

\_\_\_\_\_  
Timothy D. Battin  
Straus & Boies, LLP

Date:

4/5/18

\_\_\_\_\_  
John C. Kress  
The Kress Law Firm, LLC


Date:

4/5/18


\_\_\_\_\_  
Steve A. Miller  
Steve A. Miller, P.C.

CONFIDENTIAL SETTLEMENT COMMUNICATION

Date: 4/4/2018

  
Jonathan E. Fortman  
Law Office of Jonathan E. Fortman, LLC

Date: 4/4/2018

  
Objector/Appellant John Finn

Date: 4/4/2018

  
Objector/Appellant Laura Townsend Fortman

**CONFIDENTIAL SETTLEMENT COMMUNICATION**

15. This Agreement is the product of negotiations and preparations by each party and his or her attorneys. Therefore, the Parties agree that neither Objectors/Appellants nor Lead Counsel shall be considered the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.
16. Objectors/Appellants acknowledge that, in executing this Agreement, they have had the opportunity to seek the advice of counsel and have read and understood all of the terms and provisions of this Agreement.
17. Pursuant to the Parties' agreement, Ninth Circuit Rule 33-1, the rules and procedures of the Ninth Circuit Mediation Office, and Fed. R. Evid. 408, the provisions of this Agreement are highly confidential, as are all communications regarding this Agreement, including those concerning the negotiation of the terms and conditions embodied herein, and none of these provisions or communications may be shared or discussed in any way with anyone except: a signatory hereto; the Court; persons designated by Lead Counsel; or as may be necessary in the enforcement of this Agreement.
18. Any dispute arising under this Agreement shall be resolved by binding arbitration via ADR Services in San Francisco, California ("**ADR Services**") under the Streamlined Arbitration Rules; and the parties hereto consent to the jurisdiction of ADR Services. This Agreement shall be governed and interpreted according to the substantive laws of the State of California without regard to its choice of law or conflict of laws principles.
19. The Parties agree that the prevailing party to any dispute arising under this Agreement shall be entitled to all of their attorneys' fees, costs, and expenses, including expert witness fees, from the non-prevailing party.

ON BEHALF OF LEAD COUNSEL:

Date:

4/6/18

  
\_\_\_\_\_  
Timothy D. Battin  
Straus & Boies, LLP

Date:

\_\_\_\_\_  
John C. Kress  
The Kress Law Firm, LLC

Date:

\_\_\_\_\_  
Steve A. Miller  
Steve A. Miller, P.C.

# **EXHIBIT D**



CONFIDENTIAL SETTLEMENT COMMUNICATION

**STRAUS & BOIES, LLP**

ATTORNEYS AT LAW

4041 UNIVERSITY DRIVE

FIFTH FLOOR

FAIRFAX, VIRGINIA 22030

TELEPHONE: (703) 764-8700

FACSIMILE: (703) 764-8704

August 31, 2018

VIA E-MAIL

George W. Cochran  
Law Offices of George W. Cochran  
1385 Russell Drive  
Streetsboro, Ohio 44241  
lawchrist@gmail.com

RE: *In re Cathode Ray (CRT) Antitrust Litigation*

Case No. 16-16377 in the United States Court of Appeals for the Ninth Circuit

Dear Mr. Cochran:

This Letter Agreement (“**Agreement**”) concerns Appeal No. 16-16377 (“**the Appeal**”) brought by objector Josie Saik (“**Objector/Appellant**”), and pending in the United States Court of Appeals for the Ninth Circuit in the matter of *In re: Cathode Ray Tube (CRT) Antitrust Litigation* (“**the CRT Litigation Appeal**”). This Agreement is made and entered into by and between Objector/Appellant and Lead Counsel for Indirect Purchaser Plaintiffs (“**Lead Counsel**”) in MDL No. 1917, Case No. 3:07-cv-05944-JST (“**the CRT Litigation**”) (collectively the “**Parties**”). This Agreement memorializes the terms and conditions under which the Appeal shall be finally and fully compromised, settled and released, and the Appeal be dismissed with prejudice with no further adverse action taken, including objections filed or appeals taken in either the *CRT Litigation Appeal* or in matters arising in or from the *CRT Litigation*, including without limitation in the

**CONFIDENTIAL SETTLEMENT COMMUNICATION**

settlement of *Luscher v. Mitsubishi Electric Corp.*, Case No. 17-cv-04067-JST, by Objector/Appellant or her counsel.

Whereas the Parties have agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the Parties agree as follows:

1. Within two (2) business days of the last execution date of this Agreement (**the “Execution Date”**), the undersigned Counsel for Objector/Appellant shall file all necessary forms and papers with the United States Court of Appeals for the Ninth Circuit to dismiss the Appeal with prejudice and without costs and expenses;
2. Objector/Appellant hereby releases her claims in the *CRT Litigation* Appeal and the *CRT Litigation* on behalf of herself and her past and present employees, agents, attorneys, servants, representatives, affiliates, partners, insurers, and all other persons, partnerships or corporations with whom the former have been or are now affiliated; and the predecessors, successors, heirs, executives, administrators and assigns, as well as anyone claiming by, for or through Objector/Appellant or the foregoing. As stated above, Objector/Appellant or her counsel will file no further objections or appeals in either the *CRT Litigation* Appeal or in matters arising in or from the *CRT Litigation*, including without limitation in the event of reversal and remand, or in the settlement of *Luscher v. Mitsubishi Electric Corp.*, Case No. 17-cv-04067-JST;
3. In consideration for dismissal of the Appeal and the release of all claims relating to the *CRT Litigation*, Lead Counsel shall pay Seventy-Five Thousand Dollars (\$75,000.00) (**the “Settlement Amount”**) to Objector/Appellant via wire transfer pursuant to the instructions of Attorney George W. Cochran, at a time and under the conditions described below;
4. The payment of the Settlement Amount by Lead Counsel to Attorney George W. Cochran on behalf of Objector/Appellant will occur within ten (10) business days of the finality of all of the following:
  - (a) the “Order Granting Final Approval of Indirect Purchaser Settlements” (the *CRT Litigation*, Dkt. No. 4712), or subsequent like order;
  - (b) the “Order on Attorneys’ Fees, Expenses, and Incentive Awards Re: Indirect Purchaser Plaintiff Settlements” (the *CRT Litigation*, Dkt. No. 4740), or subsequent like order;



**CONFIDENTIAL SETTLEMENT COMMUNICATION**

- (c) the “Order Re: Allocation of IPP Attorneys’ Fee Award” (the *CRT Litigation*, Dkt. No. 5122), or subsequent like order; and
- (d) the entry of a final order, if any, directing payment of funds to Class Counsel (collectively, “the Orders”).
5. The Orders shall be determined to be Final by the occurrence of the first of the following events: (a) the dismissal of all pending appeals taken from any of the Orders; (b) a decision by the Court of Appeals in each of the then-pending cases in the *CRT Litigation* Appeal that affirms the District Court, and (i) the expiration of the period(s) for petitioning the United States Supreme Court to issue a writ of *certiorari*, or (ii) the denial of *certiorari* by the United States Supreme Court and of any petition for rehearing of such denial; or (c) a determination by the Supreme Court affirming the District Court, and the denial of any petition for rehearing that may be filed.
  6. In the event that the original Orders do not become Final, as defined above, and alternative orders and judgments are entered and ultimately become Final in the *CRT Litigation*, as set forth in paragraph 4, which orders provide for lower awards of attorneys’ fees or expenses, the payment to the Objector/Appellant under this agreement shall be made within ten (10) days from the finality of these alternative orders (as defined in paragraph 4) and the entry of any necessary order directing payment of said awards, provided however that the payment to Objector/Appellant pursuant to this Agreement shall be reduced in proportion to any reduction that may have been made to the aggregate awarded attorneys’ fees and/or expense reimbursements. This reduction shall be computed by multiplying the Settlement Amount by a fraction in which the reduced attorneys’ fees and/or expense award is the numerator and the original attorneys’ fees and/or expense award in the Orders is the denominator. That is, the Settlement Amount paid to Objector/Appellant shall be reduced by the same percentage that the attorneys’ fees and/or expenses are reduced.
  7. The Parties shall be bound on the Execution Date by the terms of this Agreement and it shall not be rescinded.
  8. Lead Counsel shall cause a Form 1099 to be issued to attorney George W. Cochran for the Settlement Amount.
  9. Each attorney executing this Letter Agreement hereby warrants that such attorney has the full authority to do so.
  10. The provisions of this Agreement constitute the entire agreement between Lead Counsel and the Objector/Appellant, and no representations, warranties or inducements have been made to any person concerning the agreements referred to herein, other than those contained herein. Any prior agreements or understandings between the Parties hereto are integrated into this Agreement. No changes, amendments or modifications shall be made to this Agreement, except those that are in writing, identified as a change, amendment or modification to the agreements contained herein, and signed by all of the signatories to this Agreement.

**CONFIDENTIAL SETTLEMENT COMMUNICATION**

11. Objector/Appellant hereby expressly waives and releases, upon this Agreement becoming Final, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which states:

CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR,

or by any comparable law of any state or territory of the United States, or principle of common law. Objector/Appellant may hereafter discover facts other than or different from those which she knows or believes to be true with respect to the claims that are the subject matter of her release, but Objector/Appellant hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming Final, any known or unknown, suspected or unsuspected, contingent or non-contingent claims with respect to the subject matter of the release, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

12. Neither this Agreement nor any and all negotiations, documents and discussions associated with them shall be deemed or construed to be an admission by Lead Counsel of the validity of any argument raised by Objector/Appellant, whether in the *CRT Litigation*, the *CRT Litigation Appeal*, or any other proceeding.
13. This Agreement shall be construed and interpreted to effectuate the intent of the Parties, which is to provide, through this Agreement, for a complete resolution of the relevant claims as provided herein.
14. This Agreement may be executed in one or more counterparts. A facsimile signature, PDF or JPG of a signature, or an electronic signature attested to by the signing party as authentic through email or other correspondence, shall be deemed an original signature for purposes of executing this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument.
15. This Agreement is the product of negotiations and preparations by each party and his or her attorneys. Therefore, the Parties agree that neither Objector/Appellant nor Lead Counsel shall be considered the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.
16. Objector/Appellant acknowledges that, in executing this Agreement, she has had the opportunity to seek the advice of counsel and has read and understood all of the terms and provisions of this Agreement.

**CONFIDENTIAL SETTLEMENT COMMUNICATION**

17. Pursuant to the Parties' agreement, Ninth Circuit Rule 33-1, the rules and procedures of the Ninth Circuit Mediation Office, and Fed. R. Evid. 408, the provisions of this Agreement are highly confidential, as are all communications regarding this Agreement, including those concerning the negotiation of the terms and conditions embodied herein, and none of these provisions or communications may be shared or discussed in any way with anyone except: except: a signatory hereto; the Court (confidentially); persons designated by Lead Counsel; or as may be necessary in the enforcement of this Agreement.
18. Any dispute arising under this Agreement shall be resolved by binding arbitration via ADR Services in San Francisco, California ("**ADR Services**") under the Streamlined Arbitration Rules; and the parties hereto consent to the jurisdiction of ADR Services. This Agreement shall be governed and interpreted according to the substantive laws of the State of California without regard to its choice of law or conflict of laws principles.
19. The Parties agree that the prevailing party to any dispute arising under this Agreement shall be entitled to all of their attorneys' fees, costs, and expenses, including expert witness fees, from the non-prevailing party.

ON BEHALF OF LEAD COUNSEL:

Date:

\_\_\_\_\_  
Timothy D. Battin  
Straus & Boies, LLP

Date: 08/30/2018

*George W. Cochran*  
\_\_\_\_\_  
George W. Cochran  
Law Offices of George W. Cochran

Date:

\_\_\_\_\_  
Objector/Appellant Josie Saik

**CONFIDENTIAL SETTLEMENT COMMUNICATION**

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19. The Parties agree that the prevailing party to any dispute arising under this Agreement shall be entitled to all of their attorneys' fees, costs, and expenses, including expert witness fees, from the non-prevailing party.

ON BEHALF OF LEAD COUNSEL:

Date:

\_\_\_\_\_  
Timothy D. Battin  
Straus & Boies, LLP

Date: 08/30/2018

\_\_\_\_\_  
George W. Cochran  
Law Offices of George W. Cochran

Date:

*August 31, 2018*

\_\_\_\_\_  
Objector/Appellant Josie Saik




**CONFIDENTIAL SETTLEMENT COMMUNICATION**

17. Pursuant to the Parties' agreement, Ninth Circuit Rule 33-1, the rules and procedures of the Ninth Circuit Mediation Office, and Fed. R. Evid. 408, the provisions of this Agreement are highly confidential, as are all communications regarding this Agreement, including those concerning the negotiation of the terms and conditions embodied herein, and none of these provisions or communications may be shared or discussed in any way with anyone except: except: a signatory hereto; the Court (confidentially); persons designated by Lead Counsel; or as may be necessary in the enforcement of this Agreement.
18. Any dispute arising under this Agreement shall be resolved by binding arbitration via ADR Services in San Francisco, California ("ADR Services") under the Streamlined Arbitration Rules; and the parties hereto consent to the jurisdiction of ADR Services. This Agreement shall be governed and interpreted according to the substantive laws of the State of California without regard to its choice of law or conflict of laws principles.
19. The Parties agree that the prevailing party to any dispute arising under this Agreement shall be entitled to all of their attorneys' fees, costs, and expenses, including expert witness fees, from the non-prevailing party.

ON BEHALF OF LEAD COUNSEL:

Date:

9/7/18

  
\_\_\_\_\_  
Timothy D. Battin  
Straus & Boies, LLP

Date:

\_\_\_\_\_  
George W. Cochran  
Law Offices of George W. Cochran

Date:

\_\_\_\_\_  
Objector/Appellant Josie Saik

# **EXHIBIT E**



CONFIDENTIAL SETTLEMENT COMMUNICATION

**STRAUS & BOIES, LLP**

ATTORNEYS AT LAW  
4041 UNIVERSITY DRIVE  
FIFTH FLOOR  
FAIRFAX, VIRGINIA 22030  
TELEPHONE: (703) 764-8700  
FACSIMILE: (703) 764-8704

April 3, 2018

**VIA E-MAIL**

Christopher A. Bandas  
Robert W. Clore  
BANDAS LAW FIRM, P.C.  
500 N. Shoreline Boulevard  
Suite 1020  
Corpus Christi, Texas 78418  
cbandas@bandaslawfirm.com  
rclore@bandaslawfirm.com

RE: *In re Cathode Ray (CRT) Antitrust Litigation*  
Case No. 16-16371 in the United States Court of Appeals for the Ninth Circuit

Dear Mr. Bandas:

This Letter Agreement (“**Agreement**”) concerns Appeal No. 16-16371 (“**the Appeal**”) brought by objector Sean Hull (“**Objector/Appellant**”), and pending in the United States Court of Appeals for the Ninth Circuit in the matter of *In re: Cathode Ray Tube (CRT) Antitrust Litigation* (“**the CRT Litigation Appeal**”). This Agreement is made and entered into by and between Objector/Appellant and Lead Counsel for Indirect Purchaser Plaintiffs (“**Lead Counsel**”) in MDL No. 1917, Case No. 3:07-cv-05944-JST (“**the CRT Litigation**”) (collectively the “**Parties**”). This Agreement memorializes the terms and conditions under which the Appeal shall be finally and fully compromised, settled and released, and the Appeal be dismissed with prejudice with no further adverse action taken, including objections filed or appeals taken in either the *CRT Litigation*

**CONFIDENTIAL SETTLEMENT COMMUNICATION**

Appeal or in matters arising in or from the *CRT Litigation*, including without limitation in the settlement of *Luscher v. Mitsubishi Electric Corp.*, Case No. 17-cv-04067-JST, by Objector/Appellant or his counsel.

Whereas the Parties have agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the Parties agree as follows:

1. Within two (2) business days of the last execution date of this Agreement (**the “Execution Date”**), the undersigned Counsel for Objector/Appellant shall file all necessary forms and papers with the United States Court of Appeals for the Ninth Circuit to dismiss the Appeal with prejudice and without costs and expenses;
2. Objector/Appellant hereby releases his claims in the *CRT Litigation* Appeal and the *CRT Litigation* on behalf of himself and his past and present employees, agents, attorneys, servants, representatives, affiliates, partners, insurers, and all other persons, partnerships or corporations with whom the former have been or are now affiliated; and the predecessors, successors, heirs, executives, administrators and assigns, as well as anyone claiming by, for or through Objector/Appellant or the foregoing. As stated above, Objector/Appellant or his counsel will file no further objections or appeals in either the *CRT Litigation* Appeal or in matters arising in or from the *CRT Litigation*, including without limitation in the event of reversal and remand, or in the settlement of *Luscher v. Mitsubishi Electric Corp.*, Case No. 17-cv-04067-JST;
3. In consideration for dismissal of the Appeal and the release of all claims relating to the *CRT Litigation*, Lead Counsel shall pay Two Hundred and Twenty Five Thousand Dollars (\$225,000.00) (**the “Settlement Amount”**) to Objector/Appellant via wire transfer pursuant to the instructions of Attorney Christopher A. Bandas, at a time and under the conditions described below;
4. The payment of the Settlement Amount by Lead Counsel to Attorney Christopher A. Bandas on behalf of Objector/Appellant will occur within ten (10) business days of the finality of all of the following:
  - (a) the “Order Granting Final Approval of Indirect Purchaser Settlements” (the *CRT Litigation*, Dkt. No. 4712), or subsequent like order;

**CONFIDENTIAL SETTLEMENT COMMUNICATION**

- (b) the “Order on Attorneys’ Fees, Expenses, and Incentive Awards Re: Indirect Purchaser Plaintiff Settlements” (the *CRT Litigation*, Dkt. No. 4740), or subsequent like order;
- (c) the “Order Re: Allocation of IPP Attorneys’ Fee Award” (the *CRT Litigation*, Dkt. No. 5122), or subsequent like order; and
- (d) the entry of a final order, if any, directing payment of funds to Class Counsel (collectively, “the Orders”).
5. The Orders shall be determined to be Final by the occurrence of the first of the following events: (a) the dismissal of all pending appeals taken from any of the Orders; (b) a decision by the Court of Appeals in each of the then-pending cases in the *CRT Litigation* Appeal that affirms the District Court, and (i) the expiration of the period(s) for petitioning the United States Supreme Court to issue a writ of *certiorari*, or (ii) the denial of *certiorari* by the United States Supreme Court and of any petition for rehearing of such denial; or (c) a determination by the Supreme Court affirming the District Court, and the denial of any petition for rehearing that may be filed.
  6. In the event that the original Orders do not become Final, as defined above, and alternative orders and judgments are entered and ultimately become Final in the *CRT Litigation*, as set forth in paragraph 4, which orders provide for lower awards of attorneys’ fees or expenses, the payment to the Objector/Appellant under this agreement shall be made within ten (10) days from the finality of these alternative orders (as defined in paragraph 4) and the entry of any necessary order directing payment of said awards, provided however that the payment to Objector/Appellant pursuant to this Agreement shall be reduced in proportion to any reduction that may have been made to the aggregate awarded attorneys’ fees and/or expense reimbursements. This reduction shall be computed by multiplying the Settlement Amount by a fraction in which the reduced attorneys’ fees and/or expense award is the numerator and the original attorneys’ fees and/or expense award in the Orders is the denominator. That is, the Settlement Amount paid to Objector/Appellant shall be reduced by the same percentage that the attorneys’ fees and/or expenses are reduced.
  7. The Parties shall be bound on the Execution Date by the terms of this Agreement and it shall not be rescinded.
  8. Lead Counsel shall cause a Form 1099 to be issued to attorney Christopher A. Bandas for the Settlement Amount.
  9. Each attorney executing this Letter Agreement hereby warrants that such attorney has the full authority to do so.
  10. The provisions of this Agreement constitute the entire agreement between Lead Counsel and the Objector/Appellant, and no representations, warranties or inducements have been made to any person concerning the agreements referred to herein, other than those contained herein. Any prior agreements or understandings between the Parties hereto are

**CONFIDENTIAL SETTLEMENT COMMUNICATION**

integrated into this Agreement. No changes, amendments or modifications shall be made to this Agreement, except those that are in writing, identified as a change, amendment or modification to the agreements contained herein, and signed by all of the signatories to this Agreement.

11. Objector/Appellant hereby expressly waives and releases, upon this Agreement becoming Final, any and all provisions, rights, and benefits conferred by Section 1532 of the California Civil Code, which states:

CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR,

or by any comparable law of any state or territory of the United States, or principle of common law. Objector/Appellant may hereafter discover facts other than or different from those which he knows or believes to be true with respect to the claims that are the subject matter of his release, but Objector/Appellant hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming Final, any known or unknown, suspected or unsuspected, contingent or non-contingent claims with respect to the subject matter of the release, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

12. Neither this Agreement nor any and all negotiations, documents and discussions associated with them shall be deemed or construed to be an admission by Lead Counsel of the validity of any argument raised by Objector/Appellant, whether in the *CRT Litigation*, the *CRT Litigation Appeal*, or any other proceeding.
13. This Agreement shall be construed and interpreted to effectuate the intent of the Parties, which is to provide, through this Agreement, for a complete resolution of the relevant claims as provided herein.
14. This Agreement may be executed in one or more counterparts. A facsimile signature, PDF or JPG of a signature, or an electronic signature attested to by the signing party as authentic through email or other correspondence, shall be deemed an original signature for purposes of executing this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument.
15. This Agreement is the product of negotiations and preparations by each party and his or her attorneys. Therefore, the Parties agree that neither Objector/Appellant nor Lead Counsel shall be considered the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

**CONFIDENTIAL SETTLEMENT COMMUNICATION**

16. Objector/Appellant acknowledges that, in executing this Agreement, he has had the opportunity to seek the advice of counsel and has read and understood all of the terms and provisions of this Agreement.
17. Pursuant to the Parties' agreement, Ninth Circuit Rule 33-1, the rules and procedures of the Ninth Circuit Mediation Office, and Fed. R. Evid. 408, the provisions of this Agreement are highly confidential, as are all communications regarding this Agreement, including those concerning the negotiation of the terms and conditions embodied herein, and none of these provisions or communications may be shared or discussed in any way with anyone except: a signatory hereto; the Court; persons designated by Lead Counsel; or as may be necessary in the enforcement of this Agreement.
18. Any dispute arising under this Agreement shall be resolved by binding arbitration via ADR Services in San Francisco, California ("**ADR Services**") under the Streamlined Arbitration Rules; and the parties hereto consent to the jurisdiction of ADR Services. This Agreement shall be governed and interpreted according to the substantive laws of the State of California without regard to its choice of law or conflict of laws principles.
19. The Parties agree that the prevailing party to any dispute arising under this Agreement shall be entitled to all of their attorneys' fees, costs, and expenses, including expert witness fees, from the non-prevailing party.

ON BEHALF OF LEAD COUNSEL:

Date:

\_\_\_\_\_  
Timothy D. Battin  
Straus & Boies, LLP

Date: April 4, 2018

  
\_\_\_\_\_  
Christopher A. Bandas  
Bandas Law Firm, P.C.

Date:

\_\_\_\_\_  
Robert W. Clore  
Bandas Law Firm, P.C.

Date:

\_\_\_\_\_  
Objector/Appellant Sean Hull

**CONFIDENTIAL SETTLEMENT COMMUNICATION**

16. Objector/Appellant acknowledges that, in executing this Agreement, he has had the opportunity to seek the advice of counsel and has read and understood all of the terms and provisions of this Agreement.
17. Pursuant to the Parties' agreement, Ninth Circuit Rule 33-1, the rules and procedures of the Ninth Circuit Mediation Office, and Fed. R. Evid. 408, the provisions of this Agreement are highly confidential, as are all communications regarding this Agreement, including those concerning the negotiation of the terms and conditions embodied herein, and none of these provisions or communications may be shared or discussed in any way with anyone except: a signatory hereto; the Court; persons designated by Lead Counsel; or as may be necessary in the enforcement of this Agreement.
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19. The Parties agree that the prevailing party to any dispute arising under this Agreement shall be entitled to all of their attorneys' fees, costs, and expenses, including expert witness fees, from the non-prevailing party.

ON BEHALF OF LEAD COUNSEL:

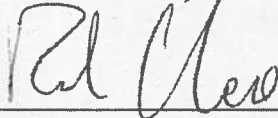
Date:

\_\_\_\_\_  
Timothy D. Battin  
Straus & Bojes, LLP

Date: April 4, 2018

  
\_\_\_\_\_  
Christopher A. Bandas  
Bandas Law Firm, P.C.

Date:

  
\_\_\_\_\_  
Robert W. Clore  
Bandas Law Firm, P.C.

Date:

April 4, 2019

  
\_\_\_\_\_  
Objector/Appellant Sean Hull

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

**IN RE: CATHODE RAY TUBE (CRT)  
ANTITRUST LITIGATION**

Master File No. 07-cv-5944-JST  
Case No. 17-cv-04067-JST

MDL No. 1917

This document relates to:

*Luscher v. Mitsubishi Electric Corp.*,  
No. 17-cv-04067-JST

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT WITH  
DEFENDANT MITSUBISHI ELECTRIC  
CORPORATION**



1 This matter comes before the Court on Indirect Purchaser Plaintiffs’ (“IPPs”) Motion for  
2 Preliminary Approval of Class Action Settlement with Defendant Mitsubishi Electric Corporation  
3 (the “Motion”).

4 WHEREAS IPPs, on behalf of themselves and the proposed settlement class (“Settlement  
5 Class”), and defendant Mitsubishi Electric Corporation (“Mitsubishi Electric”) have agreed—  
6 subject to Court approval following notice to the Settlement Class and a hearing—to settle the  
7 above-captioned matter (the “Action”) upon the terms set forth in the Settlement Agreement  
8 entered into among the parties (the “Settlement Agreement”);

9 WHEREAS, this Court has reviewed and considered the Settlement Agreement, the  
10 record in this case, the briefs and their supporting exhibits and declarations, and the arguments of  
11 counsel;

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

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

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

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

23 NOW, THEREFORE, IT IS HEREBY ORDERED:

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

1 a. The class representatives and counsel have vigorously represented the  
2 interests of the Settlement Class;

3 b. The Settlement Agreement was negotiated by arm's-length, informed, and  
4 non-collusive negotiations between counsel for IPPs and Mitsubishi Electric under the  
5 supervision of a Magistrate Judge;

6 c. The relief provided for the Settlement Class is adequate, considering: (i)  
7 the costs, risks, and delay of trial and appeal, particularly in light of the complex nature of IPPs'  
8 case; (ii) the effectiveness and straightforwardness of the proposed claims process, which is  
9 similar to the process this Court previously approved; and (iii) the reasonableness of the  
10 anticipated request for an award of attorneys' fees and reimbursement of litigation expenses.

11 d. The Settlement Agreement treats class members equitably relative to each other.  
12 IPPs propose to use the same weighted pro-rata plan of distribution that this Court has approved  
13 for the prior settlements in this case. This Court is therefore likely to find IPPs' proposed  
14 distribution plan fair, reasonable, and adequate.

15 2. The Court does hereby find that, for purposes of judgment on the proposed  
16 Settlement Agreement, it is likely to be able to certify the Settlement Class, which is defined as  
17 follows:

18 a. All persons or entities who or which indirectly purchased in an Indirect Purchaser  
19 Jurisdiction,<sup>1</sup> other than Missouri, Montana, and Rhode Island, for their own use  
20 and not for resale, CRTs or CRT Products manufactured and/or sold by any  
21 Mitsubishi Electric Releasee, or any Alleged Co-Conspirator, where such purchase  
22 took place during the following time periods:  
23

---

24  
25 <sup>1</sup> "Indirect Purchaser Jurisdictions," as defined in Paragraph 5 of the Settlement Agreement,  
26 means: Arizona, Arkansas, California, District of Columbia, Florida, Hawaii, Iowa, Kansas,  
27 Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada,  
South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin.





1 Representative Plaintiffs are consistent with those of the Settlement Class members; (b) there  
2 appear to be no conflicts between or among the Representative Plaintiffs and the other Settlement  
3 Class members; (c) the Representative Plaintiffs have been and appear to be capable of  
4 continuing to be active participants in both the prosecution and the settlement of this litigation;  
5 and (d) the Representative Plaintiffs and the Settlement Class members are represented by  
6 qualified, reputable counsel who are experienced in preparing and prosecuting large, complicated  
7 class action cases, including those concerning violations of antitrust law.

8 8. The Court preliminarily finds that, for purposes of the Proposed Settlement only,  
9 questions of law or fact common to members of the Settlement Class predominate over questions  
10 affecting only individual members of the Settlement Class under Rule 23(b)(3). Further, a class  
11 action resolution in the manner proposed in the Proposed Settlement would be superior to other  
12 available methods for a fair and efficient adjudication of the litigation with respect to Mitsubishi  
13 Electric. In making these preliminary findings, the Court has considered, *inter alia*, (a) the  
14 interest of the Settlement Class members in individually controlling the prosecution or defense of  
15 separate actions; (b) the impracticality or inefficiency of prosecuting or defending separate  
16 actions; (c) the extent and nature of any litigation concerning these claims already commenced;  
17 and (d) the desirability of concentrating the litigation of the claims in a particular forum.

18 9. The Court hereby appoints Mario N. Alioto and Trump, Alioto, Trump & Prescott,  
19 LLP as Settlement Class Counsel pursuant to Rule 23(g), and finds that these Settlement Class  
20 Counsel have protected and will continue to fairly and adequately protect the interests of the  
21 Settlement Class.

22 10. Having found that the Court will likely be able to approve the Settlement  
23 Agreement and certify the Settlement Class, the Court finds that there is a sufficient basis for  
24 notifying class members of the Proposed Settlement, and enjoining class members from  
25 continuing this litigation against Mitsubishi Electric pending the conclusion of the Fairness  
26 Hearing.

1           11.     The Notice Company, Inc. is approved to serve as Settlement and Claims  
2 Administrator for the Settlement Class.

3           12.     The Court approves the form and content of the Detailed Notice, attached hereto  
4 as Exhibit A, the Summary Notice, attached hereto as Exhibit B, and the Email Notice, attached  
5 hereto as Exhibit C.

6           13.     The Court finds that the proposed Notice Plan as described in the Declaration of  
7 Joseph M. Fisher filed concurrently with the motion for preliminary approval, and the proposed  
8 contents of these notices, meet the requirements of Rule 23 and due process, and are the best  
9 notice practicable under the circumstances and shall constitute due and sufficient notice to all  
10 persons entitled thereto.

11           14.     The Court finds that it will likely be able to approve the plan of distribution  
12 proposed by the IPPs in their motion for preliminary approval, and approves the proposed claim  
13 form substantially in the form attached hereto as Exhibit D.

14           15.     Within sixty (60) days from the date of this Order, Settlement Class Counsel are  
15 hereby directed to cause the Summary Notice to indirect purchasers, substantially in the form  
16 attached hereto as Exhibit B, to be published according to the Notice Plan described in the  
17 Declaration of Joseph M. Fisher, filed concurrently with the motion for preliminary approval.  
18 The Summary Notice shall direct interested parties to a website, [www.CRTclaims.com](http://www.CRTclaims.com),  
19 maintained by the Settlement Administrator, where the Detailed Notice, substantially in the form  
20 of Exhibit A attached hereto, will be provided.

21           16.     All requests for exclusion from the Settlement Class must be postmarked no later  
22 than sixty (60) days from the date of publication of notice, and must otherwise comply with the  
23 requirements set forth in the Detailed Notice.

24           17.     Any class member who does not properly and timely request exclusion from the  
25 Proposed Settlement shall, upon final approval of the Proposed Settlement, be bound by the terms  
26 and provisions of the Proposed Settlement so approved, including but not limited to the releases,  
27

1 waiver and covenants described in the Proposed Settlement, whether or not such person or entity  
2 objected to the Proposed Settlement and whether or not such person or entity makes a claim  
3 against the Settlement Fund.

4 18. Any member of the Settlement Class who objects to the Proposed Settlement must  
5 do so in writing. The objection must include the caption of this case, be signed, and be submitted  
6 to the Court (either by mail or by filing it with the Court) no later than sixty (60) days from the  
7 date of publication of notice, and shall otherwise comply with the requirements set forth in the  
8 Detailed Notice, including submission of proof of membership in the class. Failure to timely  
9 submit a written objection in accordance with the requirements in the Detailed Notice will  
10 preclude a class member from objecting to the Proposed Settlement.

11 19. The Notices shall inform putative members of the Settlement Class that the  
12 deadline for the submission of Claim Forms is 120 days from the Notice Publication Date.

13 20. Any member of the Settlement Class who wishes to speak at the Fairness Hearing  
14 must submit a “Notice of Intent to Appear in *In re Cathode Ray Tube (CRT) Antitrust Litigation*,  
15 MDL No. 1917” to the Court no later than sixty (60) days from the date of publication of notice,  
16 and shall otherwise comply with the requirements set forth in the Detailed Notice.

17 21. The Court will hold a Fairness Hearing on \_\_\_\_\_, 2023 at 2:00 p.m.,  
18 to determine the fairness, reasonableness, and adequacy of the Proposed Settlement. Any member  
19 of the Settlement Class who follows the procedure set forth in the notices may appear and be  
20 heard at this hearing. The Fairness Hearing may be continued without further notice to the  
21 Settlement Class.

22 22. All briefs, memoranda and papers in support of final approval of the Proposed  
23 Settlement, including an affidavit or declaration of the person under whose general direction the  
24 publication of the Summary Notice and the Detailed Notice were made, showing that publication  
25 was made in accordance with this Order, shall be filed no later than twenty-one (21) days before  
26 the Fairness Hearing and shall be posted on the internet at [www.CRTclaims.com](http://www.CRTclaims.com). Any briefs,  
27



1 memoranda and papers in support of a request for attorneys' fees or reimbursement of litigation  
2 expenses shall be filed not later than fourteen (14) days before objections to the Proposed  
3 Settlement are due and shall be posted on the internet at [www.CRTclaims.com](http://www.CRTclaims.com).

4 23. The Court approves the establishment of an escrow account, as set forth in the  
5 Proposed Settlement, as "Qualified Settlement Funds" pursuant to Treas. Reg. § 1.468B 2(1).  
6 The Court retains continuing jurisdiction over any issues regarding the formation or  
7 administration of the escrow account. Settlement Class Counsel and their designees are  
8 authorized to expend funds from the escrow accounts to pay Taxes, Tax Expenses and notice and  
9 administration costs, as set forth in the Proposed Settlement.

10 24. The Court grants Settlement Class Counsel the right to use the Settlement Fund  
11 for payment of the cost of notice(s) to potential members of the Settlement Class regarding the  
12 Proposed Settlement and related matters, without the approval of the Court in each instance, so  
13 long as: (a) the expenses incurred or contracted for are reasonable and necessary to carry out the  
14 transactions contemplated by the Proposed Settlement, and (b) counsel for Mitsubishi Electric  
15 receives from Settlement Class Counsel a full accounting of all expenditures made in the event  
16 funds are returned to Mitsubishi Electric under the terms of the Proposed Settlement.

17 25. All proceedings in this case between IPPs and Mitsubishi Electric are hereby  
18 stayed except for any actions required to effectuate the Proposed Settlement or that are otherwise  
19 permitted by the Proposed Settlement or agreed to by the IPPs and Mitsubishi Electric.

20  
21 SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

22  
23  
24 \_\_\_\_\_  
25 Hon. Jon S. Tigar  
26 United States District Judge  
27

# **EXHIBIT A**

U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

**If You Bought a Cathode Ray Tube (CRT) or a TV or Computer Monitor That Contained a CRT You Could Get Money from a \$33 Million Settlement.**

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

**PLEASE READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER OR NOT YOU ACT.**

- This is the fifth legal notice in this litigation involving alleged overcharges on the price of Cathode Ray Tube (“CRT”) Products purchased indirectly from the Defendants. A **\$33 million settlement has been reached with Mitsubishi Electric Corporation (“New Settlement”)**. This settlement is in addition to the previous nine settlements reached with Defendants Chunghwa, LG, Philips, Panasonic, Hitachi, Toshiba, Samsung SDI, Thomson, and Technologies Displays America (the “Prior Settlements”).
- “CRT Products” include CRTs and products containing CRTs, such as televisions and computer monitors. “Indirectly” means that you purchased the CRT Product from someone other than the manufacturer of the CRT Product. For example, you bought a CRT television from a retailer, such as Best Buy, or a CRT monitor from Dell.
- You can make a claim for money if you indirectly purchased CRT Products, for your own use and not for resale, in Arizona, Arkansas, California, the District of Columbia, Florida, Hawaii, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia or Wisconsin (the “Settlement Class”). The purchase must have been made in one of these states but you do not have to be a resident of these states. Purchases in Missouri, Montana and Rhode Island must have been made primarily for personal, family or household purposes.
- Purchasers in nine additional states are included in the New Settlement that were not included in the Prior Settlements. Those states are Arkansas, Massachusetts, Missouri, Montana, New Hampshire, Oregon, Rhode Island, South Carolina, and Utah.
- Sony Corporation is **not** a defendant and is **not** alleged to have participated in the conspiracy. Purchases of Sony® branded CRT Products are **not** eligible to be included in claims filed under the New Settlement. All other brands of CRT Products are eligible.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THE NEW SETTLEMENT</b>	
<b>SUBMIT A CLAIM BY _____, 2023</b>	If you submitted a valid claim in the Prior Settlements and you do not submit a claim in the New Settlement, then your prior claim will automatically be submitted in the New Settlement. <i>See</i> Question 9 below. If you want to submit a claim for purchases of CRT Products that were <b>not</b> included in your valid claim in the Prior Settlements, you must submit a claim to receive a payment from the New Settlement. Your claim should include ALL eligible purchases of CRT Products including those you previously claimed in the Prior Settlements.
<b>OBJECT BY _____, 2023</b>	You can file an objection with the Court explaining why you disagree with the New Settlement, the plan of distribution, the requested attorneys’ fees and litigation expenses, and/or the Class Representative awards. <i>See</i> Question 17.
<b>GO TO THE HEARING ON _____, 2023</b>	Ask to speak to the Court about the New Settlement. <i>See</i> Questions 18 and 20.
<b>EXCLUDE YOURSELF BY _____, 2023</b>	Excluding yourself from the Settlement Class is the only option that allows you to individually sue Mitsubishi Electric Corporation about the claims in this case. <i>See</i> Questions 12 and 13.

<b>DO NOTHING</b>	If you submitted a valid claim in the Prior Settlements and you have no additional CRT Product purchases to claim, you need not do anything and your previously-submitted valid claim will automatically be submitted in the New Settlement. If you did <b>not</b> submit a valid claim in the Prior Settlements, or if you have additional CRT Products not previously claimed, then you must submit a claim now. If you do nothing, then you will <b>not</b> receive payment from the New Settlement for CRT Products not previously claimed and you will give up any rights you currently have to separately sue Mitsubishi Electric for the conduct that is the subject of this litigation.
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These rights and options – **and the deadlines to exercise them** – are explained in this Notice.

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## BASIC INFORMATION

### 1. What is this Notice about?

This Notice is to inform you about a New Settlement that has been reached which may affect your rights, including your right to file a claim, object to, or exclude yourself from the New Settlement. You have the right to know about the New Settlement and about your legal rights and options before the Court decides whether to approve the New Settlement.

**Settlement Class members are now eligible to file a claim to get a payment from the New Settlement (see Question 11).**

The Court in charge is the United States District Court for the Northern District of California. The case is called *In re: Cathode Ray Tube (CRT) Antitrust Litigation*, MDL No. 1917. The New Settlement relates to claims against Mitsubishi Electric Corporation in *Luscher, et al. v. Mitsubishi Electric Corp.*, Case No. 17-cv-04067-JST (“the Action”). The people and businesses that sued are called the Plaintiffs, and the companies they sued are called the Defendants (see Question 6).

### 2. What is a Cathode Ray Tube (“CRT”)?

Cathode Ray Tubes (“CRTs”) are a display technology that was widely used in televisions and computer monitors. Before LCD, Plasma and LED display technologies became popular, CRTs were the main technology used in displays. There are two main types of CRTs: Color Display Tubes (“CDTs” or “Monitor Tubes”), which were used to manufacture computer monitors, and Color Picture Tubes (“CPTs” or “TV Tubes”), which were used to manufacture televisions. This is what a CRT looks like:



### 3. What is a CRT Product?

For the purposes of the lawsuit and the New Settlement, “CRT Products” means products containing Cathode Ray Tubes, such as televisions and computer monitors. This is what a CRT Product looks like:

**CRT Monitor:**



**CRT Television:**



**4. What is the lawsuit about?**

The lawsuit claims that Mitsubishi Electric Corporation conspired with other CRT manufacturers to fix the prices of CRTs from March 1, 1995 to November 25, 2007, resulting in overcharges to people and businesses that bought CRT Products, such as televisions and computer monitors. Mitsubishi Electric and its alleged co-conspirators deny these claims. The Court has not decided who is right.

The Court previously approved settlements with Chunghwa Picture Tubes Ltd. on March 22, 2012, LG Electronics on April 18, 2014, and Philips, Panasonic, Hitachi, Toshiba, Samsung SDI, Thomson, and TDA on July 13, 2020. The total amount of these Prior Settlements is \$547,750,000. The New Settlement with Mitsubishi Electric Corporation provides an additional \$33,000,000. The Court still has to decide whether to approve the New Settlement. Based on IPP Counsel's experience and their knowledge of the law and the facts in this case, they believe the proposed New Settlement is fair and reasonable, and is in the best interests of class members.

**5. What is a class action?**

In a class action, one or more persons or businesses called class representatives sues on behalf of a group or



a “class” of others with similar claims. If the Court determines that a case should proceed as a class action, everyone’s claims can be combined into a single proceeding, creating efficiencies for the parties and the courts. In a class action, the court resolves the issues for all class members except those who exclude themselves from the Class.

## WHO IS INCLUDED IN THE LAWSUIT?

### 6. Who are the Defendant and its alleged co-conspirators?

The “Defendant” is **Mitsubishi Electric Corporation**, a manufacturer and/or seller of CRTs.

The Defendant’s alleged co-conspirators (the “Defendants” or “Alleged Co-Conspirators”) are other CRT manufacturers that are alleged to have conspired with Defendant to fix CRT prices, and which Plaintiffs also sued:

- Chunghwa Picture Tubes Ltd.; Chunghwa Picture Tubes (Malaysia) SDN. BHD (“Chunghwa”);
- LG Electronics Inc.; LG Electronics USA, Inc.; LG Electronics Taiwan Taipei Co., Ltd. (“LG”);
- Koninklijke Philips N.V. (f/k/a Koninklijke Philips Electronics N.V.); Philips Electronics North America Corporation; Philips Taiwan Limited (f/k/a Philips Electronics Industries (Taiwan), Ltd.); Philips do Brasil, Ltda. (f/k/a Philips da Amazonia Industria Electronica Ltda.) (collectively “Philips”);
- Panasonic Corporation (f/k/a Matsushita Electric Industrial Co., Ltd.); Panasonic Corporation of North America; MT Picture Display Co., Ltd.; and an affiliate of Panasonic Corporation, Beijing Matsushita Color CRT Co., Ltd. (collectively “Panasonic”);
- Hitachi, Ltd.; Hitachi Displays, Ltd. (n/k/a Japan Display Inc.); Hitachi Electronic Devices (USA), Inc.; Hitachi Asia, Ltd.; Hitachi America, Ltd. (“Hitachi”);
- Toshiba Corporation; Toshiba America Information Systems, Inc.; Toshiba America Consumer Products, L.L.C.; Toshiba America Electronic Components, Inc. (“Toshiba”);
- Samsung SDI Co. Ltd; Samsung SDI America, Inc.; Samsung SDI Brasil, Ltda.; Tianjin Samsung SDI Co., Ltd.; Shenzhen Samsung SDI Co., Ltd; Samsung SDI Malaysia Sdn. Bhd; Samsung SDI Mexico S.A. de C.V. (“Samsung SDI”);
- Technicolor SA (f/k/a Thomson SA); Technicolor USA, Inc. (f/k/a Thomson Consumer Electronics, Inc.) (“Thomson”);
- Technologies Displays Americas LLC (f/k/a Thomson Americas LLC) (“TDA”);
- LG.Philips Displays, a/k/a LP Displays International, Ltd.;
- IRICO Group Corporation; IRICO Display Devices Co., Ltd.; and IRICO Group Electronics Co., Ltd.;
- Thai CRT Company, Ltd.;
- Samtel Color, Ltd.;
- Orion Electric Company, Ltd.; and
- Videocon Industries, Ltd.

### 7. How do I know if I am in the Settlement Class?

The New Settlement has recovered money (“damages”) for consumers who indirectly purchased CRT Products in 30 states and the District of Columbia (the “Settlement Class”). These states and the District of Columbia (together the “States”) have antitrust and/or consumer protection laws permitting consumers to sue for damages for antitrust violations.

The “Settlement Class” includes:

- All persons or business entities who or which indirectly purchased in Arizona, Arkansas, California, District of Columbia, Florida, Hawaii, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Nebraska, Nevada, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin, for their own use and not for resale, CRTs or CRT Products manufactured or sold by the Defendant or any Alleged Co-Conspirator (listed in Question 6);
- All persons or business entities who or which indirectly purchased in Missouri or Montana, for their own use and not for resale, and primarily for personal, family, or household purposes, CRTs or CRT Products manufactured or sold by the Defendant or any Alleged Co-Conspirator (listed in Question 6);
- All natural persons who indirectly purchased in Rhode Island, for their own use and not for resale, and primarily for personal, family, or household purposes, CRTs or CRT Products manufactured or sold by the Defendant or any Alleged Co-Conspirator (listed in Question 6).

The purchase must have been made in one of the States. You do not have to be a resident of one of the States to qualify as a member of the Settlement Class. Those who purchased CRTs or CRT Products for resale (“resellers”) are **not** included in the Settlement Class.

**IMPORTANT:** The Settlement Class includes nine states that were not included in the settlement class for the Prior Settlements. The nine new states are: Arkansas, Massachusetts, Missouri, Montana, New Hampshire, Oregon, Rhode Island, South Carolina and Utah.

**The Class Period:** In order to bring a claim, you must have purchased the CRT Product(s) between March 1, 1995 and November 25, 2007. However, Hawaii, Nebraska and Nevada have slightly shorter class periods.

- Purchases of CRT Products in Hawaii must have been made between June 25, 2002 and November 25, 2007.
- Purchases of CRT Products in Nebraska must have been made between July 20, 2002 and November 25, 2007.
- Purchases of CRT Products in Nevada must have been made between February 4, 1999 and November 25, 2007.

**Exclusions:**

- Specifically excluded from the Settlement Class are the Defendant; its officers, directors or employees; any entity in which the Defendant has a controlling interest; and, any of the Defendant’s affiliates, legal representatives, heirs or assigns.
- Also excluded are the Alleged Co-Conspirators, any federal, state or local government entities, any judicial officer presiding over this action and members of his/her immediate family and judicial staff, and any juror assigned to this action.
- Sony Corporation is not a defendant and purchases of Sony® branded CRTs and CRT Products are excluded from the New Settlement.

The specific class definitions are available at [www.CRTclaims.com](http://www.CRTclaims.com).

## THE NEW SETTLEMENT’S BENEFITS

### 8. What does the New Settlement provide?

The New Settlement provides that Mitsubishi Electric Corporation will pay Thirty Three Million Dollars (\$33,000,000) to Plaintiffs in exchange for a release of the class claims against it. The New Settlement is being presented to the Court for approval. The Court has previously approved nine settlements totaling \$547,750,000.

The Settlement Fund of \$33,000,000 will be used to pay eligible claimants who purchased CRT Products in

the jurisdictions listed in Question 7 based on an allocation plan described in Question 9. Any interest earned on the Settlement Fund will be added to the Settlement Fund. The cost to administer the New Settlement as well as attorneys' fees, litigation expenses and payments to the Class Representatives will be paid from the Settlement Fund (*see* Question 16).

The Settlement Agreement and the papers filed in support of the New Settlement are available for review and download at [www.CRTclaims.com](http://www.CRTclaims.com), or you can request copies by calling 1-800-xxx-xxxx.

### **9. How much money can I get?**

A plan has been submitted to the Court proposing a method for distributing the Settlement Fund to the Settlement Class Members.

- Settlement Class Members who submitted a valid claim in the Prior Settlements and do not submit a claim for additional CRT purchases in the New Settlement ("Prior Claimants") will be deemed to have filed a claim in the New Settlement without any further action taken by that claimant.
- If your claim in the Prior Settlements was denied, then it will not be automatically submitted in the New Settlement.
- If your claim in the Prior Settlements was only partially accepted, then your valid claim consists only of the accepted portion of your prior submission. Only valid claims from the Prior Settlements are automatically submitted in the New Settlement. For example, if you previously submitted a claim for six (6) CRT computer monitors and only four (4) monitors were accepted in the Prior Settlements, then only your valid claim for four (4) CRT computer monitors will be automatically submitted in the New Settlement.
- Reseller claims submitted in the Prior Settlements do not qualify; only end-user claims qualify to be submitted in the New Settlement.
- Settlement Class Members who submitted valid claims after the applicable claims deadlines passed for the Prior Settlements ("Late Claimants") will be treated the same as Prior Claimants for the purposes of the New Settlement.
- All other Class Members, including those who did not previously submit a claim in the Prior Settlements and those who did previously submit a claim and now want to claim for additional CRT purchases, should submit a claim in the New Settlement in order to receive their pro-rata share of the Settlement Fund.
- If you submit a claim for additional CRT purchases in the New Settlement, then your claim in the Prior Settlements will NOT be automatically submitted in the New Settlement. Any claim you submit in the New Settlement must include ALL of your qualifying CRT purchases: those previously claimed plus any additional purchases. Submitting a claim in the New Settlement will not replace or change your claim in the Prior Settlements.

As with the Prior Settlements, payments to claimants will be determined on an adjusted pro-rata basis. This means that payment amounts will be based on the number of valid claims filed and on the number and type of CRT Products purchased. Based on data obtained during the course of the litigation, claims for different types of CRT Products will be weighted as follows:

- Claims for purchases of Standard CPTs or CRT Televisions (screen size of less than 30 inches) will be weighted as 1 CRT unit;
- Claims for purchases of Large CPTs or CRT Televisions (screen size of 30 inches or larger) will be weighted as 4.3 CRT units; and
- Claims for purchases of CDTs or CRT Computer Monitors will be weighted as 3 CRT units.

Each new claim will be assigned a weighted CRT unit count based on the types of CRT Products purchased, as described above. For example, a Settlement Class Member that purchased two Standard CRT televisions (2 x 1 CRT unit) and one CRT monitor (3 CRT units) would have five CRT units (2 + 3 = 5). A Settlement Class Member that purchased five CRT monitors (5 x 3 = 15 CRT units) and two Large CRT televisions (4.3 x 2 = 8.6 CRT

units) would have 23.6 CRT units ( $15 + 8.6 = 23.6$ ). This is the same methodology approved by the Court for the Prior Settlements.

At this time, it is unknown exactly how much money each Settlement Class Member will recover because it will depend on how many valid claims are submitted. It is expected that a minimum payment of \$10 will be made to all Class Members who submit a valid claim, including claims that are simply carried over from the Prior Settlements.

The maximum payment will be three times the estimated money damages for each claimant, subject to a \$10 minimum payment. The plan of distribution is subject to final Court approval and it is possible that the Court may order changes to the plan of distribution. Any changes to the plan of distribution may result in changes to the amount you ultimately receive from the New Settlement. Please continue to check the website for information about changes to the plan of distribution.

More details about the anticipated distribution of the Settlement Fund are available in the papers filed with the Court in support of settlement approval, which are available on the settlement website, [www.CRTclaims.com](http://www.CRTclaims.com).

The Claim Form provides additional details on how to submit a claim. Further information is available at [www.CRTclaims.com](http://www.CRTclaims.com) or by calling 1-800-xxx-xxxx.

#### **10. When will I get a payment?**

Payments will be distributed after the Court grants final approval to the New Settlement and after any appeals are resolved. If the Court approves the New Settlement after the hearing on **xxxxxx, 2023**, there may be appeals. We do not know how much time it could take to resolve any appeals that may be filed.

### **HOW TO GET A PAYMENT**

#### **11. How can I get a payment?**

If you (i) are a member of the Settlement Class; (ii) did not submit a claim in connection with the Prior Settlements **or** did make a claim in connection with the Prior Settlements but want to make a new claim based on additional purchases of CRT Products not included in your original claim (for example, purchases you made in states not included in the Prior Settlements), you must complete and submit a Claim Form. We strongly encourage you to submit a claim online at [www.CRTclaims.com](http://www.CRTclaims.com) because it reduces administrative costs, leaving more money for distribution to class members. If you do not file online, you can submit a claim by mail.

If you submitted a valid claim in connection with the Prior Settlements and you do not submit a claim in the New Settlement, then your valid claim in the Prior Settlements will be automatically submitted in the New Settlement without further action by you. *See* Question 9 above. Late Claims submitted after the deadline for the Prior Settlements but which are otherwise valid are considered a “valid claim” for the purposes of the New Settlement and need not be resubmitted unless you wish to submit a claim for additional purchases of CRT Products.

The Claim Form can be found and completed or downloaded at [www.CRTclaims.com](http://www.CRTclaims.com), or you can obtain a copy by calling, toll free, 1-800-xxx-xxxx. If you choose to submit your claim online, you must do so on or before **xxxxxx, 2023**. If you choose to submit a Claim Form by mail, it must be postmarked by **xxxxxx, 2023**, and mailed to:

CRT Claims  
c/o The Notice Company  
P.O. Box 778  
Hingham, MA 02043

### **RIGHT TO EXCLUDE YOURSELF**

#### **12. Do I have a right to exclude myself from the Settlement Class?**

Yes. If you are a Settlement Class Member and you wish to keep your right to sue Mitsubishi Electric Corporation

about the claims alleged and settled in this case (*see* Questions 4 and 7), you must exclude yourself from the Settlement Class. You will not get any money from the New Settlement if you exclude yourself. You may not submit a Claim Form if you exclude yourself from the New Settlement. Requests for exclusion from the Settlement Class in the New Settlement will not result in exclusion from the Prior Settlements.

**13. How do I exclude myself from the Settlement Class?**

If you choose to exclude yourself from the Settlement Class in the New Settlement and keep your right to sue Mitsubishi Electric Corporation on your own, you must send a letter that includes the following:

- Your name, address and telephone number;
- A statement saying that you request exclusion from the Settlement Class and do not wish to participate in the settlement with Mitsubishi Electric Corporation in *Luscher, et al. v. Mitsubishi Electric Corp.*, Case No. 17-cv-04067-JST; and
- Your signature.

You must mail your exclusion request, postmarked no later than **xxxxx, 2031**, to:

CRT Indirect Exclusions  
c/o The Notice Company  
P.O. Box 778  
Hingham, MA 02043

**REMAINING IN THE SETTLEMENT CLASS**

**14. What am I giving up if I stay in the Settlement Class?**

If you do not exclude yourself from the Settlement Class, you will have given up your right to sue Mitsubishi Electric Corporation on your own for the claims alleged and settled in this case (*see* Questions 4 and 7) and you will be bound by the New Settlement and all subsequent proceedings, orders and judgments in this lawsuit. In consideration of the Settlement Amount (*see* Question 8), Settlement Class members will release Mitsubishi Electric Corporation (and certain related entities defined in the Settlement Agreement) from all claims arising under any federal law or under the laws of any of the 30 States or the District of Columbia relating to the facts underlying the Action, as more fully described in the Settlement Agreement.

The Settlement Agreement describes the released claims in detail, so read it carefully since the Settlement Agreement is binding on you. If you have any questions, you may call the toll-free number, **1-800-xxx-xxxx**, and speak to the Settlement Administrator for free. You may also consult your own lawyer at your own expense. The Settlement Agreement and the specific release are available at [www.CRTclaims.com](http://www.CRTclaims.com).

**THE LAWYERS REPRESENTING YOU**

**15. Do I have a lawyer representing me?**

The Court has appointed Trump, Alioto, Trump & Prescott LLP, 2001 Union Street, Suite 482, San Francisco, CA 94123, to represent you as “Class Counsel” for the Settlement Class. You do not have to pay Class Counsel separately. Class Counsel will seek compensation by asking the Court for a share of the settlement proceeds. If you want to be represented by your own lawyer, and have that lawyer appear in court for you in this case, you may hire one at your own expense.

**16. How will the lawyers be paid?**

Class Counsel will ask the Court for attorneys’ fees based on their work on this litigation in the amount of one-third of the \$33,000,000 Settlement Fund (\$11,000,000), plus reimbursement of their litigation expenses. Class

Counsel will also request awards of \$2,000 to each of the Class Representatives who helped the lawyers on behalf of the Classes. Any payment to the attorneys or the Class Representatives will be subject to Court approval, and the Court may award less than the requested amount. Any award of attorneys' fees, litigation expenses and Class Representative awards that the Court orders, plus the costs to administer the Settlements, will come out of the Settlement Fund and are subject to Court approval.

The attorneys' motion for fees, litigation expenses and Class Representative awards will be filed on or before **xxxxx, 2023**. The motion will be posted on the website at [www.CRTclaims.com](http://www.CRTclaims.com).

**OBJECTING TO OR COMMENTING ON THE NEW SETTLEMENT,  
PLAN OF DISTRIBUTION, ATTORNEYS' FEES AND LITIGATION EXPENSES,  
AND AWARDS TO CLASS REPRESENTATIVES**

**17. How do I object or comment on the New Settlement?**

You can ask the Court to deny approval by filing an objection to the New Settlement. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. 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 decide to object to the New Settlement, you must do so in writing. The written objection must include the following information:

- Your name, address, telephone number, and if you are being assisted by a lawyer, their name, address and telephone number;
- The Action name and number (*Luscher, et al. v. Mitsubishi Electric Corp.*, Case No. 17-cv-04067-JST, MDL No. 1917);
- Proof of membership in the class;
- A brief but specific explanation of your reasons for objecting; and
- Your signature.

The objection must be submitted to the Court either by mailing it to the Class Action Clerk at the address below, or by filing it in person at any location of the United States District Court for the Northern District of California. **The objection must be filed with the Court or postmarked on or before xxxxx, 2023:**

COURT
Class Action Clerk United States District Court for the Northern District of California 1301 Clay Street, Suite 400 S Oakland, CA 94612

**THE FAIRNESS HEARING**

**18. When and where will the Court consider the New Settlement, the plan of distribution, request for attorneys' fees and litigation expenses, and awards to Class Representatives?**

The Court is scheduled to hold a Fairness Hearing to consider the New Settlement at **xx:xx p.m.** on **xxxxx, 2023**, at the United States District Court for the Northern District of California, Courtroom 6, 2nd Floor, 1301 Clay Street, Oakland, CA 94612. The hearing may be conducted in person or it may be conducted



using a video-conferencing technology. The hearing may be moved to a different date or time without additional notice, so you should check the website [www.CRTclaims.com](http://www.CRTclaims.com) for current information.

At this hearing the Court will consider whether the New Settlement is fair, reasonable, and adequate. The Court will also consider the plan of distribution, and the requests for attorneys' fees, litigation expenses and awards to Class Representatives. If there are objections or comments, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the New Settlement, the plan of distribution and the requests for attorneys' fees, litigation expenses and awards to Class Representatives. We do not know how long these decisions will take.

**19. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. 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. If you file an objection or comment, you do not have to come to Court to talk about it. As long as you filed your written objection on time, your objection will be presented to the Court for its consideration.

**20. May I speak at the hearing?**

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file a "Notice of Intent to Appear in *In re: Cathode Ray Tube (CRT) Antitrust Litigation*, MDL No. 1917." Be sure to include your name, address, telephone number and your signature. Your Notice of Intent to Appear must be submitted to the Court either by mailing it to the Class Action Clerk at the address in Question 17, or by filing it in person at any location of the United States District Court for the Northern District of California no later than **xxxxx, 2023**. You cannot speak at the hearing if you excluded yourself from the Settlement Class.

>> **If the hearing is conducted virtually, instructions for attending the hearing via Zoom will be available on the Court's web page: <https://cand.uscourts.gov/judges/tigar-jon-s-jst/>.**

**GET MORE INFORMATION**

**21. Where can I get more information?**

This notice summarizes the New Settlement. For the precise terms and conditions of the New Settlement, please see the Settlement Agreement available at [www.CRTclaims.com](http://www.CRTclaims.com). We encourage you to check this website regularly for developments in this case. You can also get more information about the settlements in the litigation by:

- Calling 1-800-xxx-xxxx;
- Writing to CRT Questions, c/o The Notice Company, P.O. Box 778, Hingham, MA 02043;
- Accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>; or
- Visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 1301 Clay Street, Suite 400 S, Oakland, CA 94612, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

**ALL INQUIRIES CONCERNING THIS NOTICE  
SHOULD BE MADE TO THE SETTLEMENT ADMINISTRATOR**

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE**



# **EXHIBIT B**

<p style="text-align: center;"><b>If You Bought Cathode Ray Tubes or Products containing Cathode Ray Tubes</b></p> <p style="text-align: center;"><b>Get Money from \$33 Million Settlement</b></p> <p style="text-align: center;"><b>Simple Online Claim Form Takes 3-5 Minutes</b></p>	<p>A class action Settlement has been reached with Mitsubishi Electric Corporation involving <b>Cathode Ray Tubes (“CRTs”)</b>, a display device that was the main component in TVs and computer monitors. The lawsuit claims that Mitsubishi Electric conspired with other CRT manufacturers to fix the prices of CRTs, causing consumers to pay more for CRTs and products containing CRTs, such as TVs and computer monitors (“CRT Products”).</p> <p style="text-align: center;"><b>Who is included in the Settlement?</b></p> <p>Individuals and businesses who or which:</p> <ul style="list-style-type: none"> <li>• Indirectly purchased a CRT Product, such as a CRT television or CRT computer monitor, in AZ, AR, CA, FL, HI, IA, KS, MA, ME, MI, MN, MO, MS, MT, NE, NH, NV, NM, NY, NC, ND, OR, RI, SC, SD, TN, UT, VT, WV, WI, or the District of Columbia between March 1, 1995 and November 25, 2007 (HI, NE and NV have shorter claim periods);</li> <li>• For their own use and not for resale.</li> </ul> <p>Purchases in MO, MT and RI must have been made primarily for personal, family, or household purposes. Indirectly purchased means you purchased any brand of CRT Product (except Sony) from someone other than the manufacturer of the CRT Product, such as a retailer like Best Buy or Costco. Purchases made directly from Mitsubishi Electric or an alleged co-conspirator are not included (alleged co-conspirators are listed at <a href="http://www.CRTclaims.com">www.CRTclaims.com</a> or by calling 1-800-xxx-xxxx).</p> <p style="text-align: center;"><b>What does the Settlement provide?</b></p> <p>Mitsubishi Electric has agreed to pay \$33 million to settle the claims against it. Qualifying individuals and businesses that purchased CRT Products in the above-listed states are eligible to file a claim. You must have purchased in one of those states, but you do not have to be a resident of one of those states.</p> <p>The amount of money you will receive depends on the type and quantity of CRT Products you purchased and the total number of claims made. Eligible claimants are expected to receive a minimum payment of \$10. More information is available at <a href="http://www.CRTclaims.com">www.CRTclaims.com</a> or by calling 1-800-xxx-xxxx.</p> <p style="text-align: center;"><b>How can I get a payment?</b></p> <p>Claim online or by mail by <b>XXXX xx, 2023</b>. The simple online Claim Form only takes 3-5 minutes for most individuals. If you previously submitted a valid claim as an end user for indirect purchases of CRT Products in related prior settlements (<i>In re: Cathode Ray Tube (CRT) Antitrust Litigation</i>, MDL No. 1917 (N.D. CA)), you do not have to resubmit your claim to benefit from this Settlement unless you have additional purchases to claim.</p> <p style="text-align: center;"><b>What are my rights?</b></p> <p>If you do nothing, you will be bound by the Court’s decisions. If you want to keep your right to sue Mitsubishi Electric, you must send a written request to the Class Administrator for exclusion from the Settlement Class by <b>XXXX xx, 2023</b>. The Court will exclude any class member who timely requests exclusion. If you stay in the Settlement Class, you may object to the Settlement by <b>XXXX xx, 2022</b>.</p> <p>The Court will hold a hearing on <b>XXXX xx, 2023</b> at <b>xx:xx p.m.</b> to consider whether to approve the Settlement and a request for attorneys’ fees up to one-third of the Settlement Fund, plus reimbursement of litigation expenses, and awards to Class Representatives. This date may change so please check the website. You or your own lawyer may appear and speak at the hearing at your own expense.</p>
<p style="text-align: center;"><b>For More Information:</b></p>	<p style="text-align: center;">For details on how to make a claim, exclude yourself, or object, visit the settlement website: <a href="http://www.CRTclaims.com">www.CRTclaims.com</a>. You may also write to:                  CRT Class Administrator, c/o The Notice Company, P.O. Box 778, Hingham, MA 02043                  or call 1-800-xxx-xxxx</p> <p style="text-align: center;">Para una notificación en Español, llamar o visitar nuestro website.                  PLEASE DO NOT CONTACT THE COURT</p>

# **EXHIBIT C**

## Email Notice

Subject: Important Legal Notice - You Could Get Money from a Settlement Involving TVs and Computer Monitors

This Notice is authorized by the U.S. District Court for the Northern District of California in the case entitled *In re: Cathode Ray Tube (CRT) Antitrust Litigation*, MDL No. 1917. This is not a solicitation from a lawyer.

**For complete information visit the settlement website: [www.CRTclaims.com](http://www.CRTclaims.com)**

A class action Settlement has been reached with Mitsubishi Electric Corporation involving Cathode Ray Tubes (“CRTs”), a display device that was the main component in TVs and computer monitors. The lawsuit claims that Mitsubishi Electric conspired with other CRT manufacturers to fix the prices of CRTs, causing consumers to pay more for CRTs and products containing CRTs, such as TVs and computer monitors (“CRT Products”).

If you indirectly bought televisions, computer monitors, or other products containing CRTs, you could get money from this Settlement totaling \$33 million.

“Indirectly” means that you purchased the CRT Product from someone other than the manufacturer of the CRT Product. For example, you bought a CRT television from a retailer, such as Best Buy, or a CRT monitor from Dell.

A Simple Online Claim Form and more detailed notice of the Settlements is available online at <active link> [www.CRTclaims.com](http://www.CRTclaims.com) </active link> or by calling toll-free at 1-800-xxx-xxxx.

If you previously submitted a valid claim as an end user for indirect purchases of CRT Products in related prior settlements (*In re: Cathode Ray Tube (CRT) Antitrust Litigation*, MDL No. 1917 (N.D. CA)), you do not have to resubmit your claim to benefit from this Settlement unless you have additional purchases to claim.

The amount of money you will receive depends on the type and quantity of CRT Products you purchased and the total number of claims made. Eligible claimants are expected to receive a minimum payment of \$10.

Please read the notice carefully. Your legal rights may be affected whether or not you act.

You can make a claim for money if you indirectly purchased CRT Products, for your own use and not for resale, in Arizona, Arkansas, California, the District of Columbia, Florida, Hawaii, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico,

New York, North Carolina, North Dakota, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia or Wisconsin (the "Settlement Class").

The purchase must have been made in one of these states but you do not have to be a resident of these states. Purchases in Missouri, Montana and Rhode Island must have been made primarily for personal, family or household purposes.

Purchasers in nine additional states are included in this Settlement with Mitsubishi Electric Corporation that were not included in prior settlements involving indirect purchases of CRT Products. The nine additional states are: Arkansas, Massachusetts, Missouri, Montana, New Hampshire, Oregon, Rhode Island, South Carolina, and Utah.

**Be sure to check your eligibility by going to <active link>  
www.CRTclaims.com </active link>.**

If you do nothing, you will be bound by the Court's decisions. If you want to keep your right to sue Mitsubishi Electric, you must send a written request to the Class Administrator for exclusion from the Settlement Class by XXXX xx, 2023. The Court will exclude any class member who timely requests exclusion. If you stay in the Settlement Class, you may object to the Settlement by XXXX xx, 2022.

The Court will hold a hearing on XXXX xx, 2023 at xx:xx p.m. to consider whether to approve the Settlement and a request for attorneys' fees up to one-third of the Settlement Fund, plus reimbursement of litigation expenses, and awards to Class Representatives. This date may change so please check the website. You or your own lawyer may appear and speak at the hearing at your own expense.

**Questions? Visit the settlement website at [www.CRTclaims.com](http://www.CRTclaims.com)**

You may also contact us as follows:

CRT Claims Administrator  
c/o The Notice Company  
P.O. Box 778  
Hingham, MA 02043  
1-800-xxx-xxxx

Para una notificación en Español, llamar o visitar nuestro website.  
PLEASE DO NOT CONTACT THE COURT

# **EXHIBIT D**

**In Re: Cathode Ray Tube (CRT) Antitrust Litigation (MDL No. 1917)***(U.S. District Court for the Northern District of California)*

**MITSUBISHI ELECTRIC SETTLEMENT**  
**CATHODE RAY TUBE (CRT) INDIRECT PURCHASER CLAIM FORM**  
**Deadline for Submission is \_\_\_\_\_, 2023**

**GENERAL INSTRUCTIONS & DEFINITIONS**

This Claim Form is for the Mitsubishi Electric Settlement (“**New Settlement**”) in the Cathode Ray Tube (“**CRT**”) indirect purchaser litigation. Your claim must be submitted online, or mailed and postmarked, on or before \_\_\_\_\_, 2023. **Additional information is provided in the Detailed Notice of Settlement, available at [www.CRTclaims.com](http://www.CRTclaims.com).**

The New Settlement **includes** indirect purchases of **CRT Products manufactured by Mitsubishi AND by other companies**. Only Sony® branded CRT Products are NOT eligible to be included in this case. All other brands of CRT Products are eligible.

**What are CRT Products?** CRT Products include Cathode Ray Tubes (“**CRTs**”) and products containing CRTs, such as televisions and computer monitors. **What is an “Indirect” Purchase?** “Indirect” means that you purchased the CRT Product from someone other than the manufacturer of the CRT Product. For example, you bought a CRT television from a retailer, such as Best Buy, or a CRT monitor from Dell. **See the Detailed Notice for additional information.**

**Who should submit a claim in the New Settlement?**

- **First-time Claimants:** If you did *not* submit a claim in prior settlements involving indirect purchases of CRT Products (“**Prior Settlements**”) or you submitted a claim that was denied (“**Invalid Claim**”), then you are considered a “**First-time Claimant**.” **You must complete and submit a Claim Form in order to get a payment from the New Settlement.**
- **Prior Claimants:** If you (or someone on your behalf) submitted a Claim that was not denied in the Prior Settlements (“**Valid Claim**”) **and** you do not have any additional purchases on which to base claims in the New Settlement, you are considered a “**Prior Claimant**.” **You do not need to submit a claim in the New Settlement.** Your Valid Claim from the Prior Settlements will be automatically submitted in the New Settlement without any further action taken by you, **unless** you make a New Claim Submission. If your claim in the Prior Settlements was only **partially accepted**, then your Valid Claim consists only of the accepted portion of your prior submission. **For example**, if you previously submitted a claim for 6 CRT computer monitors and only 4 monitors were accepted in the Prior Settlements, then your Valid Claim for 4 (and only 4) CRT computer monitors will be automatically submitted in the New Settlement.
- **Repeat Claimants:** If you already submitted a Valid Claim in connection with the Prior Settlements but you now want to submit a claim for purchases of **additional CRT Products that were not included in your prior Valid Claim (“Newly Claimed Units”)**, you are considered a “**Repeat Claimant**.” Repeat Claimants are expected because you can now claim for purchases in **nine states** that were not included in the Prior Settlements. The new states are Arkansas, Massachusetts, Missouri, Montana, New Hampshire, Oregon, Rhode Island, South Carolina, and Utah.
- **IMPORTANT: If you submit a claim in the New Settlement (“New Claim Submission”), then your previous claim in the Prior Settlements will NOT be submitted in the New Settlement.** Your New Claim Submission must include **ALL** of your qualifying CRT purchases, including those previously claimed **and** your additional purchases not previously claimed. Purchases claimed in the Prior Settlements will **NOT** be automatically included in a New Claim Submission.

**REMINDER**

Please make sure that you:

1. Complete the entire Claim Form on page 1;

2. Sign and date the Claim Form;

3. Submit your Claim Form on or before \_\_\_\_\_, 2023, online or by mail to:

**[www.CRTsettlement.com](http://www.CRTsettlement.com)**

**OR**

CRT Claims  
 c/o The Notice Company  
 P.O. Box 778  
 Hingham, MA 02043

4. Keep a copy of the completed Claim Form for your records;

5. Retain any proof of purchase documentation you may have for CRT Products until your claim is closed; You will be notified if you are required to provide this documentation during the claim verification process.

6. We urge you to check the website, **[www.CRTclaims.com](http://www.CRTclaims.com)**, above regularly for further developments in this case.



**In Re: Cathode Ray Tube (CRT) Antitrust Litigation (MDL No. 1917)***(U.S. District Court for the Northern District of California)*

**MITSUBISHI ELECTRIC SETTLEMENT**  
**CATHODE RAY TUBE (CRT) INDIRECT PURCHASER CLAIM FORM**  
**Deadline for Submission is \_\_\_\_\_, 2021**

**Which States and Consumers does the New Settlement cover?**

In order to make a valid claim, you must have been an “Eligible Consumer” who purchased your CRT Product(s) in an “Eligible State” during the specified timeframes (“Claims Periods”) as follows:

<b>Eligible States</b>	<b>Eligible Consumers</b>	<b>Claims Periods</b>
Arizona, Arkansas, California, District of Columbia, Florida, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Mississippi, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Oregon, South Carolina, South Dakota, Tennessee, Utah, Vermont, West Virginia, and Wisconsin	All persons or entities (individual or business) that indirectly purchased CRT Products for their own use and not for resale	March 1, 1995 through November 25, 2007
Hawaii	All persons or entities (individual or business) that indirectly purchased CRT Products for their own use and not for resale	June 25, 2002 through November 25, 2007
Nebraska	All persons or entities (individual or business) that indirectly purchased CRT Products for their own use and not for resale	July 20, 2002 through November 25, 2007
Nevada	All persons or entities (individual or business) that indirectly purchased CRT Products for their own use and not for resale	February 4, 1999 through November 25, 2007
Missouri and Montana	All persons or entities (individual or business) that indirectly purchased CRT Products for their own use and not for resale, and primarily for personal, family or household purposes	March 1, 1995 through November 25, 2007
Rhode Island	All <b>natural persons</b> who indirectly purchased CRT Products for their own use and not for resale, and primarily for personal, family, or household purposes	March 1, 1995 through November 25, 2007

The Claim Form must be dated and signed by the Class Member (or, if deceased, by an estate representative). Your signature affirms that your purchases meet the Eligibility Criteria (see below).

**ELIGIBILITY CRITERIA:** To qualify for compensation in this settlement, your claimed CRT purchases must:

1. Have been made in an Eligible State(s) within the relevant Claim Period(s) listed in the above chart;
2. Meet the Eligible Consumers restrictions for the Eligible State(s), paying particular attention to those purchases made in Missouri, Montana and Rhode Island;
3. Have been Indirect Purchases (see definition on page 2);
4. Not include any purchases of Sony® branded CRT Products; and
5. Not include purchases of CRT Products intended for resale to others.

**THIRD-PARTY SUBMISSIONS:** If you are submitting a Claim Form on behalf of someone else, either an individual (natural person), an estate, or a business, you must register with the Settlement Administrator. Please email [audit@CRTclaims.com](mailto:audit@CRTclaims.com) for directions.

**In Re: Cathode Ray Tube (CRT) Antitrust Litigation (MDL No. 1917)**

(U.S. District Court for the Northern District of California)

**MITSUBISHI ELECTRIC SETTLEMENT**

**CATHODE RAY TUBE (CRT) INDIRECT PURCHASER CLAIM FORM**

Deadline for Submission is \_\_\_\_\_, 2023

**For INDIVIDUAL (NATURAL PERSONS) use only. Not for business claims.**

See pages 2-3 for General Instructions and Definitions

Check here if you are submitting this claim on behalf of someone else. If so, please email audit@CRTclaims.com for directions.

**PART 1: CLAIMANT INFORMATION**

First Name of Class Member M.I.

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Last Name of Class Member

--

Class Member's (or Estate Representative's) Mailing Address: Number and Street or P.O. Box

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City State Zip Code

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Email Address

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Provide Last 4 Digits of Social Security Number Provide Date of Birth (Month and Year)

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Did you submit a claim in the Prior Settlements?

If yes, this claim form must include previously claimed CRT units as well as newly claimed CRT units.

<b>Yes</b>	<b>No</b>
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**PART 2: PURCHASE INFORMATION**

Provide the **total number** (NOT amount paid) of CRT Products purchased during the Claims Periods in eligible states (see pg. 3).  
For example, if you purchased two 19" TVs & one 32" TV, you would put a 2 under Standard CRT TV & 1 under Large CRT TV.

PRODUCT TYPE	Standard CRT Television (screen size less than 30 inches)	Large CRT Television (screen size 30 inches or larger)	CRT Computer Monitor	Other CRT Product(s) (Describe the products in the space below)
NUMBER OF CRT PRODUCTS PURCHASED				
DESCRIPTION OF OTHER CRT PRODUCTS				

**PART 3: SIGN AND DATE CLAIM FORM**

I declare under penalty of perjury under the laws of the United States of America, that the information provided in this Claim Form is true and correct to the best of my knowledge and belief. I declare that my purchases were made in eligible states, within the eligible Claims Periods, and that my purchases were NOT directly from Mitsubishi Electric nor an Alleged Co-Conspirator.

**REVIEW THE STATE AND CLAIMS PERIODS ON PAGE 3 TO CONFIRM YOUR PURCHASES ARE ELIGIBLE FOR COMPENSATION.**

Signature of Class Member (or Estate Representative) Date (MM/DD/YYYY)

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Print Name

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**Claims may be audited and any false or fraudulent claim is subject to prosecution.**

