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9
 10 **UNITED STATES DISTRICT COURT**
 11 **NORTHERN DISTRICT OF CALIFORNIA**
 12 **SAN FRANCISCO DIVISION**

13 IN RE: CATHODE RAY TUBE (CRT)
 ANTITRUST LITIGATION

Master File No. CV-07-5944-SC

14 MDL No. 1917

15
 16 This Document Relates to:
 17 All Indirect Purchaser Actions

**INDIRECT PURCHASER PLAINTIFFS’
 NOTICE OF MOTION AND MOTION FOR
 PRELIMINARY APPROVAL OF CLASS
 ACTION SETTLEMENTS WITH THE
 PHILIPS, PANASONIC, HITACHI,
 TOSHIBA AND SAMSUNG SDI
 DEFENDANTS; MEMORANDUM OF
 POINTS AND AUTHORITIES IN SUPPORT
 THEREOF**

Hearing Date: July 31, 2015
 Time: 10:00 a.m.
 Courtroom: One, 17th Floor
 Judge: Honorable Samuel Conti

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NOTICE OF MOTION AND MOTION

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on July 31, 2015 at 10:00 a.m., before the Honorable Samuel Conti, United States District Court for the Northern District of California, 450 Golden Gate Ave., Courtroom 1, 17th Floor, San Francisco, California, the Indirect Purchaser Plaintiffs (“Plaintiffs”) will move the Court, pursuant to Federal Rule of Civil Procedure 23(e), for entry of an Order:

1. Certifying a Settlement Class;
2. Preliminarily approving the class action settlements with the Philips, Panasonic, Hitachi, Toshiba and Samsung SDI Defendants (“Proposed Settlements”);
3. Granting preliminary approval to the proposed plan of distribution and proposed claim form;
4. Approving the proposed notice plan and directing distribution of notice of the Settlements to the Class, and providing Class Members with opportunity to opt out of or object to the Proposed Settlements;
5. Scheduling final approval of the Proposed Settlements; and
6. Setting a schedule for any motions for an award of attorney’s fees, litigation expenses and incentive awards for the named plaintiffs.

The grounds for this motion are that the Proposed Settlements are within the range of reasonableness, and the proposed Settlement Class satisfies the certification requirements for such Settlements. This motion is based on this Notice of Motion and Motion, the supporting Memorandum of Points and Authorities, the accompanying Declarations of Mario N. Alioto and Joseph Fisher in support of the motion, and any further papers filed in support of this motion, the argument of counsel, and all pleadings and records on file in this matter.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

The Indirect Purchaser Plaintiffs (“Plaintiffs”) seek preliminary approval under Rule 23 of the Federal Rules of Civil Procedure of class action settlements with the Philips, Panasonic, Hitachi, Toshiba and Samsung SDI Defendants (the “Proposed Settlements”).¹ (Alioto Decl. ¶ 2.)

The Proposed Settlements resolve all federal and state-law claims brought by Plaintiffs against the Settling Defendants and obligate the Settling Defendants to pay a total of Five Hundred and Twenty Eight Million Dollars (\$528,000,000). If approved, these five Proposed Settlements – along with the two previously-approved settlements² – result in the Defendants making total settlement payments of Five Hundred and Sixty Three Million Dollars (\$563,000,000) to indirect purchasers of Cathode Ray Tubes (“CRTs”) and products containing CRTs, such as televisions and computer monitors (hereinafter “CRT Products”), as summarized in the chart below.

DEFENDANT	TOTAL SETTLEMENT
Philips	\$ 175,000,000
Panasonic	\$ 70,000,000
Hitachi	\$ 28,000,000
Toshiba	\$ 30,000,000
Samsung SDI	\$ 225,000,000
Total of five currently proposed settlements	\$ 528,000,000
Chunghwa	\$ 10,000,000
LG	\$ 25,000,000
Total of two previously approved settlements	\$ 35,000,000
Grand total of all settlements	\$ 563,000,000 ³

¹ The Proposed Settlements are attached as Exhibits A through E to the accompanying Declaration of Mario N. Alioto In Support of Motion for Preliminary Approval of Class Action Settlements (“Alioto Decl.”). The Philips, Panasonic, Hitachi, Toshiba and Samsung SDI Defendants – as identified in each of the Proposed Settlements and inclusive of named related entities – are collectively referred to herein as the “Settling Defendants.”

² The Court granted final approval to settlements with Chunghwa Picture Tubes Ltd. on March 22, 2012 (Dkt. No. 1105) and the LG Electronics Defendants on April 18, 2014 (Dkt. No. 2542).

³ The total of all Settlements plus interest is the “Settlement Fund.”

1 The Proposed Settlements are contingent upon the certification by this Court of a Settlement
2 Class (which consists of the classes described hereafter), and Plaintiffs hereby seek provisional
3 certification of that Class. The Settlement Class includes a “Nationwide Class” of indirect
4 purchasers of CRT Products seeking injunctive relief, and “Statewide Damages Classes” of indirect
5 purchasers of CRT Products seeking money damages under the laws of 21 states and the District of
6 Columbia (collectively the “Settlement Class”).

7 The issue at the preliminary approval stage is not whether a proposed settlement is fair,
8 reasonable and adequate, but rather, whether it is within the range of possible approval to justify
9 publishing notice of the settlement to the class members and scheduling final approval proceedings.
10 The Proposed Settlements here were reached after extensive arm’s-length negotiations between
11 experienced and informed counsel, and easily meet the standards for preliminary approval.

12 The Plaintiffs propose to compensate members of the Statewide Damages Classes according
13 to the proposed plan of distribution under which qualifying claimants are eligible to receive a
14 distribution from the Settlement Fund based on the number and type of CRT Products purchased, as
15 documented in the proposed claim form.

16 Notice to Class Members will be accomplished by a comprehensive notice program designed
17 by Joseph Fisher of The Notice Company. *See* Declaration of Joseph Fisher Re: Notice (“Fisher
18 Decl.”). As further described herein, the extensive notice program includes direct mail and email
19 notice to millions of corporations and individual consumers, as well as published notice in
20 newspapers, magazines and online. (Alioto Decl. ¶ 38; Fisher Decl. ¶¶ 8-31.) The notice also
21 directs interested persons to the website, www.CRTclaims.com, where they can find additional,
22 detailed information. (Alioto Decl. ¶ 39; Fisher Decl. ¶ 25.) The proposed notice program is
23 designed to provide the best notice practicable under the circumstances, and comports with all the
24 requirements of due process and Rule 23.

25 For these reasons, the Plaintiffs submit that they have met all of the requirements for
26 preliminary approval, and respectfully request that the Court enter an order: (i) certifying the
27 Settlement Class; (ii) granting preliminary approval of the Proposed Settlements; (iii) preliminarily
28 approving the proposed plan of distribution and proposed claim form; (iv) approving the notice

1 program as complying with due process and Rule 23; (v) setting a schedule for a final approval
2 hearing; and (vi) establishing a schedule for hearing any motions for an award of attorneys' fees,
3 litigation expenses, and incentive awards for the named plaintiffs.

4 **II. PROCEDURAL HISTORY**

5 This multidistrict litigation arises from an alleged international conspiracy to fix the prices of
6 CRTs worldwide, specifically including the United States, during the period March 1, 1995 through
7 November 25, 2007. Plaintiffs filed their original complaints in various federal courts throughout
8 the country in late 2007 and early 2008. The Judicial Panel on Multidistrict Litigation transferred all
9 related indirect purchaser actions to the Northern District of California, where they were
10 consolidated with similar class actions by direct purchaser plaintiffs. (Alioto Decl. ¶ 3.) On May 9,
11 2008 the Court appointed Mario N. Alioto of Trump, Alioto, Trump & Prescott, LLP as Interim
12 Lead Counsel. (Dkt. No. 47; Alioto Decl. ¶ 4.)

13 The United States Department of Justice ("DOJ") intervened early in the case and requested a
14 stay of all merits discovery pending its criminal investigation. The parties negotiated a Stipulated
15 Order with the DOJ that provided for a stay of all merits discovery until September 12, 2009. (Dkt.
16 No. 379.) Pursuant to the DOJ's requests, this stay was extended on several occasions. (Dkt. Nos.
17 425, 590, 798; Alioto Decl. ¶ 5.)

18 Plaintiffs filed their consolidated amended complaint on March 16, 2009. (Dkt. No. 437.)
19 The Defendants filed motions to dismiss that were denied in part and granted in part, with leave to
20 amend certain state law claims. (Dkt. No. 665; Alioto Decl. ¶ 6.) On May 10, 2010, Plaintiffs filed
21 their Second Consolidated Amended Complaint. (Dkt. No. 716.) Defendants filed a joint motion to
22 dismiss on various state-law grounds that was denied in part and granted in part, with leave to amend
23 certain state law claims. (Dkt. No. 799; Alioto Decl. ¶ 7.) On December 11, 2010, Plaintiffs filed
24 their Third Consolidated Amended Complaint. (Dkt. No. 827.) Defendants answered Plaintiffs'
25 complaint on January 26, 2011. (Alioto Decl. ¶ 8.)

26 On April 20, 2011, Defendants and Plaintiffs filed a stipulation providing that Plaintiffs
27 would withdraw the finished-CRT-products-conspiracy allegations from their complaint. (Dkt. No.
28 895.) The Court entered an order to that effect on April 22, 2011. (Dkt. No. 904; Alioto Decl. ¶ 9.)

1 On April 18, 2009, Plaintiffs entered into a settlement with Chunghwa Picture Tubes, Ltd.,
2 for \$10,000,000 cash. The Court granted Preliminary Approval on August 9, 2011 (Dkt. No. 992)
3 and Final Approval on March 22, 2012 (Dkt. No. 1105). (Alioto Decl. ¶ 10).

4 The DOJ's stay of merits discovery was partially lifted on March 8, 2010 and Defendants
5 began their rolling production of documents. Most of the Defendant groups comprise multiple
6 entities located around the world. Because many of the Defendants are no longer involved in the
7 CRT business, Plaintiffs had to travel to several storage facilities both here and abroad to manually
8 search Defendants' paper records for relevant documents, and had to employ technical experts to
9 restore backup tapes and servers containing relevant information. Plaintiffs even subpoenaed
10 documents and data from the U.S. and Dutch bankruptcy trustees of a former manufacturer of CRTs,
11 LG.Philips Displays. In addition, Plaintiffs subpoenaed and negotiated productions of documents
12 and data from over 50 third party retailers, distributors and CRT television and monitor
13 manufacturers. (*Id.* ¶ 11.)

14 Defendants have produced millions of documents and voluminous data sets, which were
15 loaded into a web-based electronic database and reviewed and analyzed by a team of over 50
16 attorneys, including attorneys fluent in Korean, Chinese, Japanese and Dutch. In order to use these
17 foreign language documents in the litigation, Plaintiffs have obtained certified translations and
18 addressed Defendants' objections to the certified translations. Plaintiffs also retained economists to
19 review and analyze the documents and data, and prepare expert reports in support of class
20 certification, liability and damages. (*Id.* ¶ 12.)

21 Plaintiffs filed their motion for class certification, along with the Declaration of Janet S.
22 Netz, Ph.D, on October 1, 2012. (Dkt. No. 1388.) The complete record on class certification totaled
23 approximately 6,000 pages. Interim Special Master Martin Quinn held a hearing on the motion and
24 recommended that the Court grant Plaintiffs' motion for class certification and deny Defendants'
25 motion to strike the expert report of Dr. Netz. (Dkt. Nos. 1742 and 1743.) On September 24, 2013,
26 the Honorable Samuel Conti adopted the Special Master's Reports and Recommendations and
27 certified 22 state-wide classes of indirect purchasers of CRTs. (Dkt. No. 1950.) The Ninth Circuit
28 Court of Appeals denied the Defendants' petition to appeal the District Court's order pursuant to

1 Fed. R. Civ. P. 23(f). (Dkt. No. 2283; Alioto Decl. ¶ 13.)

2 On May 18, 2013, Plaintiffs entered into a settlement with LG Electronics, Inc. and LG
3 Electronics USA, Inc., for \$25,000,000 cash. The Court granted Preliminary Approval of this
4 settlement on December 9, 2013 (Dkt. No. 2248), and Final Approval on April 18, 2014 (Dkt. No.
5 2542). (Alioto Decl. ¶ 14.)

6 Merits depositions began in December 2012. Plaintiffs have taken and defended a substantial
7 number of depositions in this case. Each of the 24 class representatives was deposed by Defendants,
8 and Plaintiffs have taken over 30 depositions of Defendants under F.R.C.P. 30(b)(6), as well as over
9 70 merits depositions of defense witnesses. Several of these depositions took place abroad in
10 Taiwan, Korea, Mexico and England. There have also been numerous other depositions of expert
11 witnesses, third party resellers of finished products containing CRTs, and witnesses for the Direct
12 Action Plaintiffs (“DAPs”).⁴ Plaintiffs’ expert economist, Dr. Netz, was deposed five times during
13 the course of the litigation. (*Id.* ¶ 15.)

14 In the last year, Plaintiffs have been preparing for trial, which originally was scheduled to
15 begin on March 9, 2015.⁵ The parties exchanged expert reports on liability and damages starting in
16 April 2014 and continuing through September 2014. These included opening, opposition, rebuttal
17 and sur-rebuttal reports from 17 expert witnesses, all of whom were deposed, often multiple times,
18 regarding their reports. (Alioto Decl. ¶ 16.) Merits discovery closed on September 5, 2014, but
19 some discovery continued after the September 5 discovery cut-off. In particular, several depositions
20 were scheduled after September 5 and contention interrogatories propounded by all parties led to
21 Plaintiffs filing several motions to compel further responses from certain defendants. (*Id.* ¶ 17.) On
22 November 7, 2014, the Defendants filed 36 motions for summary judgment. Eleven of these were
23 directed specifically at Plaintiffs’ claims. These motions were fully briefed before the Proposed
24 Settlements were executed. The motions have been withdrawn in light of the Settlements. (*Id.* ¶ 18.)

25 _____
26 ⁴ The DAPs are another group of plaintiffs in this case that purchased CRT Products directly from
27 defendants. They include computer and television manufacturers such as Dell and Sharp, and
28 retailers such as Target, Best Buy and Costco. The DAPs joined this litigation between 2011 and
2014. Plaintiffs have worked closely with the DAPs to coordinate and minimize duplication of
effort.

⁵ By Order dated February 9, 2015, the Court vacated the trial date. (Dkt. No. 3515.)

1 Most recently, the parties exchanged trial exhibit lists, witness lists, deposition designations,
 2 jury instructions and special verdict forms, and filed 64 motions *in limine* and other pretrial motions.
 3 These motions were briefed in varying degrees before the Proposed Settlements were executed.
 4 Pursuant to the Proposed Settlements, the Settling Defendants have provisionally withdrawn all of
 5 the motions pending against Plaintiffs. (Dkt. Nos. 3801, 3802, 3812, 3851, 3852; Alioto Decl. ¶ 19.)

6 **III. SUMMARY OF SETTLEMENT TERMS**

7 **A. Proposed Settlements**

8 The Proposed Settlements resolve all claims against Settling Defendants for their alleged part
 9 in the alleged global conspiracy to fix prices of CRTs. (Alioto Decl. ¶ 20.)

10 The proposed Settlement Class is defined as:

11 **NATIONWIDE CLASS:**

12 All persons and or entities who or which indirectly purchased in the United States for
 13 their own use and not for resale, CRT Products⁶ manufactured and/or sold by the
 14 Defendants, or any subsidiary, affiliate, or alleged co-conspirator thereof, at any time
 15 during the period from March 1, 1995 through November 25, 2007. Specifically
 16 excluded from this Class are claims on behalf of Illinois persons (as defined by 740
 17 ILCS 10/4) for purposes of claims under 740 Ill. Comp. Stat § 10/7(2), Oregon
 18 natural persons (as defined by ORS 646.705 (2)) for purposes of claims under ORS §
 19 646.775(1), and Washington persons (as defined by RCW 19.86.080) for purposes of
 20 claims under RCW 19.86.080 (1). Also specifically excluded from this Class are the
 21 Defendants; the officers, directors or employees of any Defendant; any entity in
 22 which any Defendant has a controlling interest; and, any affiliate, legal
 23 representative, heir or assign of any Defendant. Also excluded are named co-
 24 conspirators, any federal, state or local government entities, any judicial officer
 25 presiding over this action and the members of his/her immediate family and judicial
 26 staff, and any juror assigned to this action.⁷

26 ⁶ CRT Products are defined in the Settlement Agreements to mean Cathode Ray Tubes of any type
 27 (e.g. color display tubes, color picture tubes and monochrome display tubes) and products containing
 Cathode Ray Tubes. Color Display Tubes (“CDTs”) were used to manufacture computer monitors.
 Color Picture Tubes (“CPTs”) were used to manufacture televisions.

28 ⁷ Residents of Illinois, Oregon and Washington are excluded from the Nationwide Class because the
 Attorneys General of those states are suing the Defendants on behalf of residents of those states.

1 STATEWIDE DAMAGES CLASSES:⁸

2 All persons and or entities in Arizona, California, District of Columbia, Florida, Iowa,
3 Kansas, Maine, Michigan, Minnesota, Mississippi, New Mexico, New York, North
4 Carolina, North Dakota, South Dakota, Tennessee, Vermont, West Virginia, and
5 Wisconsin who or which indirectly purchased for their own use and not for resale,
6 CRT Products manufactured and/or sold by the Defendants, or any subsidiary,
7 affiliate, or alleged co-conspirator thereof, at any time during the period from March
8 1, 1995 through November 25, 2007.

9 All persons and entities in Hawaii who or which indirectly purchased for their
10 own use and not for resale CRT Products manufactured and/or sold by the
11 Defendants, or any subsidiary, affiliate, or alleged co-conspirator thereof, at
12 any time from June 25, 2002 through November 25, 2007.

13 All persons and entities in Nebraska who or which indirectly purchased for their
14 own use and not for resale CRT Products manufactured and/or sold by
15 the Defendants, or any subsidiary, affiliate, or alleged co-conspirator thereof,
16 at any time from July 20, 2002 through November 25, 2007.

17 All persons and entities in Nevada who or which indirectly purchased for their
18 own use and not for resale CRT Products manufactured and/or sold by the
19 Defendants, or any subsidiary, affiliate, or alleged co-conspirator thereof, at
20 any time from February 4, 1999 through November 25, 2007.

21 Specifically excluded from these Classes are the Defendants; the officers, directors or
22 employees of any Defendant; any entity in which any Defendant has a controlling
23 interest; and, any affiliate, legal representative, heir or assign of any Defendant. Also
24 excluded are named co-conspirators, any federal, state or local government entities,
25 any judicial officer presiding over this action and the members of his/her immediate
26 family and judicial staff, and any juror assigned to this action.⁹

27 ⁸ All of the Statewide Damages Classes are the same except that three states, Hawaii, Nebraska and
28 Nevada, have slightly shorter damages periods. This is because the statutes allowing indirect
purchasers to bring an antitrust claim for damages in Hawaii, Nebraska and Nevada were enacted
after March 1, 1995, the beginning of the alleged Class Period. This Court dismissed claims based
on purchases made prior to the enactment of these statutes on the grounds that the state legislatures
did not intend the statutes to apply retroactively. *In Re: Cathode Ray Tube (CRT) Antitrust Litig.*,
738 F.Supp.2d 1011, 1025-26 (N.D. Cal. 2010).

⁹ The proposed Settlement Class is defined according to the class alleged in Plaintiffs' operative
complaint (*see* Fourth Consolidated Amended Complaint, Dkt. No. 1526) because Settling
Defendants required a complete release of all allegations made against them in this litigation. (Alioto
Decl. ¶ 21.) The Settlement Class is slightly broader than the class certified by the Court ("Certified
Class") in the following respects: (1) the Certified Class did not include the nationwide, injunctive
relief class; (2) the Certified Class requires that the Statewide Damages Class Members be residents
of the respective States, whereas the Settlement Class requires only that the purchase was made in
one of the States; and (3) the Certified Class is limited to televisions and monitors containing CRTs,
whereas the Settlement Class includes CRTs, televisions and monitors containing CRTs, and other
products containing CRTs. The broader class definition provides complete peace to Settling
Defendants and will allow more purchasers of CRT Products to receive compensation. (Alioto Decl.
¶ 22.)

1 **B. Settlement Discussions**

2 The settlement negotiations with Settling Defendants were hard-fought and at times
3 contentious. Each settlement was reached only after extensive, arm's-length negotiations between
4 counsel for the Settling Defendant and Plaintiffs. The parties were assisted by the Honorable
5 Vaughn R. Walker (Ret.), former Chief Judge of the Northern District of California, and the
6 Honorable Fern Smith (Ret.), former Judge of the Northern District of California. (*Id.* ¶ 23.)

7 **1. Philips**

8 Settlement discussions with Philips began many months prior to reaching an agreement in
9 principle. Judge Walker assisted the parties in reaching the final settlement, which was executed on
10 January 26, 2015. (*Id.* ¶ 24.)

11 **2. Panasonic**

12 The parties began negotiations more than six months prior to reaching a settlement. Judge
13 Walker assisted the parties in reaching a settlement during the latter part of 2014. The final
14 agreement was executed on January 28, 2015. (*Id.* ¶ 25.)

15 **3. Hitachi**

16 Plaintiffs and Hitachi engaged in mediation before Judge Walker on March 5, 2014. The
17 parties continued to discuss settlement with Judge Walker's assistance for the remainder of 2014 and
18 executed the settlement on February 19, 2015. (*Id.* ¶ 26.)

19 **4. Toshiba**

20 The parties' initial settlement efforts continued for a number of months in 2014 but were
21 unsuccessful, as was their mediation session on February 3, 2015 with Judge Fern Smith. Judge
22 Smith continued her mediation efforts in the weeks that followed and, with her assistance, the parties
23 were able to reach a settlement. The final settlement was executed on March 6, 2015. (*Id.* ¶ 27.)

24 **5. Samsung SDI**

25 An agreement in principle was reached on January 23, 2015 after two full days of mediation
26 with Judge Walker. The parties continued to negotiate the terms of the settlement with Judge
27 Walker's assistance for two months thereafter. The final settlement was executed on April 1, 2015.
28 (*Id.* ¶ 28.)

1 **C. Consideration**

2 **1. Cash**

3 Under the Proposed Settlements, the Settling Defendants have paid a total of Five Hundred
4 and Twenty Eight Million Dollars (\$528,000,000) in cash to settle all indirect purchaser claims
5 against them.¹⁰ The Settlement Amounts have been deposited into an escrow account and have been
6 invested in United States Treasury bills and other instruments insured or guaranteed by the full faith
7 and credit of the United States. If the Settlements are finally approved, any interest earned thereon
8 (together with the Settlement Amounts) will become part of the Settlement Fund. (*Id.* ¶¶ 29-30.)

9 **2. Cooperation**

10 In addition to monetary consideration, all of the Proposed Settlements contain cooperation
11 provisions that require Settling Defendants to provide specified cooperation to Plaintiffs in the
12 prosecution of any continuing litigation. The cooperation provisions are material and valuable terms
13 of the Settlements. They enhanced the settlement prospects with the remaining defendants because
14 they obligated Settling Defendants, to varying degrees, to provide cooperation to the Plaintiffs in
15 prosecuting the remaining Defendants, including authentication of documents, producing witnesses
16 for interviews, depositions and/or trial, and providing other assistance.¹¹ (*Alioto Decl.* ¶ 31.)

17 **D. Release**

18 Plaintiffs and class members will release all federal and state-law claims against a Settling
19 Defendant whose settlement becomes final, “concerning the manufacture, supply, distribution, sales
20 or pricing of CRT Products”¹² The release does not include claims for product defect,
21 personal injury or breach of contract.¹³ (*Alioto Decl.* ¶ 32.)

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23
24 ¹⁰ See *Alioto Decl. Ex. A* (Philips Settlement Agreement), ¶ 6 (\$175,000,000 cash payment); *Ex. B*
25 (*Panasonic Settlement Agreement*), ¶ 6 (\$70,000,000 cash payment); *Ex. C* (*Hitachi Settlement*
26 *Agreement*), ¶ 6 (\$28,000,000 cash payment); *Ex. D* (*Toshiba Settlement Agreement*), ¶ 6
(\$30,000,000 cash payment); and *Ex. E* (*Samsung SDI Settlement Agreement*), ¶ 6 (\$225,000,000
cash payment) (together referred to herein as the “Settlement Amounts”).

27 ¹¹ See Settlement Agreements, *Alioto Decl. Exs. A-E*, ¶¶ 23- 24.

28 ¹² *Id.*, *Exs. A-E* at ¶¶ 13-14.

¹³ *Id.*, *Exs. A-E* at ¶ 15.

1 **IV. PRELIMINARY APPROVAL OF THE PROPOSED SETTLEMENTS IS IN THE**
 2 **BEST INTEREST OF THE MEMBERS OF THIS SETTLEMENT CLASS**

3 **A. Class Action Settlement Procedure**

4 A class action may not be dismissed, compromised, or settled without the express approval of
 5 the Court. Judicial decisions under Rule 23(e) have led to a well-defined procedure and specific
 6 criteria for approval of class action settlements, which are:

- 7 1. Certification of a settlement class and preliminary approval
 of the proposed settlement;
- 8 2. Dissemination of notice of the settlement to all affected
 9 class members; and
- 10 3. A formal fairness hearing, (called the “Final Approval
 11 Hearing”), at which class members may be heard regarding
 12 the settlement, and at which counsel may introduce
 evidence and present argument concerning the fairness,
 adequacy, and reasonableness of the settlement.¹⁴

13 This process safeguards class members’ procedural due process rights and enables the Court to fulfill
 14 its role as the guardian of class interests.

15 Plaintiffs respectfully request that this Court take the first step in the settlement approval
 16 process and certify the proposed Settlement Class and preliminarily approve the Proposed
 17 Settlements.

18 **B. Standards for Settlement Approval**

19 It is well established that there is an overriding public interest in settling litigation,
 20 particularly complex multi-party litigation.¹⁵ Courts have particularly recognized that compromise is
 21 favored for antitrust litigation—which is notoriously difficult and unpredictable.¹⁶

22
 23 ¹⁴ See 4 Newberg on Class Actions §§ 11.22, *et seq.* (4th ed. 2002) (“*Newberg*”) (describing class
 24 action settlement procedure).

25 ¹⁵ See, e.g., *Van Bronkhorst v. Safeco Corp.*, 529 F.2d 943, 950 (9th Cir. 2004) (“It hardly seems
 necessary to point out that there is an overriding public interest in settling and quieting litigation.”).

26 ¹⁶ See, e.g., *In re Motorsports Merchandise Antitrust Litig.*, 112 F.Supp.2d 1329, 1337 (N.D. Ga.
 27 2000) (“An antitrust class action is arguably the most complex action to prosecute. . . . The legal
 28 and factual issues involved are always numerous and uncertain in outcome.”); *In re Shopping Carts
 Antitrust Litig.*, No. MDL 451-CLB, M-21-29, 1983 WL 1950, at *7-8 (S.D.N.Y. Nov. 18, 1983)
 (noting that “... antitrust price fixing actions are generally complex, expensive and lengthy”); *In re
 Linerboard Antitrust Litig.*, 321 F. Supp. 2d 619, 629 (E.D. Pa. 2004) (same).

1 Courts generally apply a two-step approach to the settlement approval process in class
 2 proceedings.¹⁷ In the first step, usually called “preliminary approval,” the court reviews the
 3 proposed settlement for obvious deficiencies. The grant of preliminary approval then triggers a
 4 notice and claim period during which the parties make reasonable efforts to notify all potential
 5 beneficiaries of the settlement pursuant to a notice process approved by the court. *Id.* Preliminary
 6 approval is distinct from the second step in the process—a fairness hearing and determination of
 7 “final approval.”

8 Preliminary approval requires a court simply to find that the proposed settlement fits “within
 9 the *range* of possible approval” and should be given further consideration.¹⁸ Preliminary approval of
 10 a proposed class action settlement is appropriate “if the preliminary evaluation of the proposed
 11 settlement does not disclose grounds to doubt its fairness or other obvious deficiencies, such as
 12 unduly preferential treatment of class representatives or of segments of the class, or excessive
 13 compensation for attorneys and appears to fall within the range of possible approval.”¹⁹
 14 Preliminary approval is intended to “ascertain whether there is any reason to notify class members of
 15 the proposed settlement and to proceed with a fairness hearing.”²⁰ In contrast, the purpose of the
 16 final approval fairness hearing is to determine whether the settlement is fair, reasonable and
 17 adequate after notice has been given to the class.

18 The approval of a proposed settlement of a class action is a matter of discretion for the trial
 19 court.²¹ In exercising that discretion, however, the Court should recognize that as a matter of sound
 20 policy, settlements of disputed claims are encouraged and a settlement approval hearing should “not
 21 be turned into a trial or rehearsal for trial on the merits.”²² Furthermore, courts must give “proper

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 23 ¹⁷ *In re Panasonic Consumer Electronic Prod. Antitrust Litig.*, No. 89 Civ. 0368 (SWK), 1989 WL
 63240, at *1 (S.D.N.Y. June 5, 1989).

24 ¹⁸ *Gautreaux v. Pierce*, 690 F.2d 616, 621 n.3 (7th Cir. 1982) (emphasis added).

25 ¹⁹ *In re Vitamins Antitrust Litig.*, No. 99-197 (TFH), 2001WL 856292, at *4 (D.D.C. July 25, 2001);
 see also *In re Nasdaq Market-Makers Antitrust Litig.*, 176 F.R.D. 99, 102 (S.D.N.Y. 1997).

26 ²⁰ *Pierce*, 690 F.2d at 621; see also *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1988).

27 ²¹ *Churchill Vill., L.L.C. v. GE*, 361 F.3d 566, 575 (9th Cir. 2004).

28 ²² *Officers for Justice v. Civil Serv. Comm’n of City and County of San Francisco*, 688 F.2d 615, 625
 (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 deference” to the settlement agreement, because “the court’s intrusion upon what is otherwise a
 2 private consensual agreement negotiated between the parties to a lawsuit must be limited to the
 3 extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or
 4 overreaching by, or collusion between, the negotiating parties, and the settlement, taken as a whole,
 5 is fair, reasonable and adequate to all concerned.”²³

6 To grant preliminary approval of these class action Settlements, the Court need only find that
 7 the Settlements fall within “the range of reasonableness.”²⁴ The Manual for Complex Litigation
 8 (Fourth) § 21.632 (2004) (“*Manual*”) characterizes the preliminary approval stage as an “initial
 9 evaluation” of the fairness of the proposed settlement made by the court on the basis of written
 10 submissions and informal presentation from the settling parties.²⁵ The *Manual* summarizes the
 11 preliminary approval criteria as follows:

12 Fairness calls for a comparative analysis of the treatment of the
 13 class members *vis-à-vis* each other and *vis-à-vis* similar individuals
 14 with similar claims who are not in the class. Reasonableness
 15 depends on an analysis of the class allegations and claims and the
 16 responsiveness of the settlement to those claims. Adequacy of the
 settlement involves a comparison of the relief granted to what class
 members might have obtained without using the class action
 process.²⁶

17 A proposed settlement may be finally approved by the trial court if it is determined to be
 18 “fundamentally fair, adequate, and reasonable.”²⁷ While consideration of the requirements for final
 19 approval is unnecessary at this stage, all of the relevant factors weigh in favor of the Settlements
 20 proposed here. As shown below, the Proposed Settlements are fair, reasonable and adequate.
 21 Therefore, the Court should allow notice of the Proposed Settlements to be disseminated to the
 22 Class.

23 //

24 _____
 25 ²³ *Hanlon*, 150 F.3d at 1027 (quotations omitted).

26 ²⁴ *Newberg* § 11.25.

27 ²⁵ *Manual* § 21.632.

28 ²⁶ *Manual* § 21.62.

²⁷ *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992).

1 **C. The Proposed Settlements Are Within The Range of Reasonableness**

2 All of the relevant factors heavily favor approval of the Proposed Settlements. In assessing
3 whether a proposed settlement meets the standard for preliminary approval, the courts have
4 identified the primary factors that should be considered: (1) whether the settlement is a result of
5 arm’s-length negotiations; (2) the terms of the settlement in relation to the strength of plaintiff’s
6 case; (3) whether sufficient discovery had been conducted at the time of settlement to evaluate the
7 case; and (4) the opinion of experienced counsel.²⁸ Each of these factors weighs in favor of granting
8 preliminary approval.

9 **1. Arm’s-Length Negotiation**

10 Any settlement is entitled to an initial presumption of fairness where it is the result of arm’s-
11 length negotiations among experienced counsel.²⁹ Here, the Proposed Settlements occurred after
12 more than seven years of litigation and after the case was fully developed for trial. The Settlements
13 were reached after months of hard-fought and, at times, contentious negotiations, including multi-
14 day mediations before two retired Judges of this Court. (Alioto Decl. ¶¶ 23-28.) The Settling
15 Defendants were represented by the highest caliber counsel with years of experience and success in
16 defending antitrust and class action claims. The Plaintiffs were represented by highly-experienced
17 counsel who engaged in extensive discovery and trial preparation. All parties were preparing for
18 trial when the parties reached these five Settlements. Thus, there is no dispute that the Settlements
19 were reached by counsel with extensive knowledge of the strengths and weaknesses of the case.

20 **2. Settlements in Relation To the Plaintiffs’ Case**

21 The payments under the Proposed Settlements, combined with the payments under the
22 previously-approved Settlements, total \$563,000,000. This result eclipses most settlements
23 approved in other price-fixing cases.³⁰ Indeed, in the context of indirect purchaser price-fixing

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25 ²⁸ *In re Mid-Atlantic Toyota Antitrust Litig.*, 564 F. Supp. 1379, 1383-1384 (D. Md. 1983); *see also*
In re Mego Fin. Corp. Sec. Litig., 213 F.3d 454, 458 (9th Cir. 2000).

26 ²⁹ *Newberg* § 11.41; *Hughes v. Microsoft Corp.*, No. C98-1646C, 2001 WL 34089697, at *7 (W.D.
Wash. Mar. 26, 2001).

27 ³⁰ *See In re Linerboard*, 321 F. Supp. 2d 619 at 624. *See also* American Antitrust Institute Working
28 Paper No. 10-03, *Indirect Purchaser Class Action Settlements*, Patrick E. Cafferty (2010).

1 cases, Plaintiffs believe the total settlement amount here is second only to the *LCD* litigation, where
2 the conspiracy started more recently (i.e., 2001), most of the defendants had pled guilty to violations
3 of the Sherman Act and admitted that their conduct had an impact in the United States, and the U.S.
4 DOJ's criminal fines totaled \$894 million. Here, the conspiracy period started 20 years ago (i.e.,
5 1995), only one defendant pled guilty to fixing prices of one type of CRT (Color Display Tubes used
6 in monitors) and only for sales to certain customers, and the DOJ's single criminal fine of \$32
7 million amounted to less than 3.5 percent of the fines made in connection with LCD conspiracy.
8 (Alioto Decl. ¶ 33.)

9 The value of these Settlements must also be assessed in light of the relevant damages studies
10 of Plaintiffs' and Defendants' experts. The defense experts opined that Plaintiffs suffered little or no
11 damages as a result of the Defendants' alleged anticompetitive activity. Throughout this litigation,
12 the Defendants have maintained that the alleged conspiracy was ineffective and unsuccessful, and
13 that Plaintiffs would be incapable of "linking" any allegedly agreed-upon price increases for CRTs
14 to allegedly increased prices of CRT Products purchased by class members. In contrast, Plaintiffs'
15 expert opined that damages were significant and that the alleged anticompetitive price increase of
16 CRTs was passed-on to class members.³¹ The Settlements reflect a compromise of these positions
17 that clearly falls within the "range of reasonableness."

18 Additionally, the risks at trial (and on appeal) for the Plaintiffs were significant and support
19 the reasonableness of the Proposed Settlements. The Defendants mounted major attacks on the
20 Plaintiffs' evidence in eleven summary judgment motions and other pretrial motions. For example,
21 Defendants contested Plaintiffs' evidence of antitrust standing, pass-through of the overcharge to
22 Plaintiffs, ascertainability of class members, and the involvement in the conspiracy of the Japanese,
23 U.S. and other defendants. *See, e.g.*, Dkt. Nos. 2976, 3050, 3585. While the Plaintiffs remain
24 confident in the strength of the evidence supporting their claims, a successful jury verdict remained a

25
26 ³¹ Plaintiffs' expert estimated the total class damages to be \$2.768 billion, with CRT monitors
27 accounting for approximately \$2 billion, and CRT televisions accounting for approximately \$768
28 million. Using the same data and methodology, and correcting for what Defendants argued were
"fatal flaws" in Dr. Netz's work, one defense expert estimated the total class damages to be
approximately \$61 million. Other defense experts maintained that the total class damages were zero.
(*Id.* ¶ 34.)

1 risky proposition.³²

2 Moreover, a jury award would then have to withstand appellate review. In this case, the
3 Defendants raised substantial arguments against the Court's class certification decision. *See* Dkt.
4 No. 2012 (Petition of Defendants for Permission to Appeal). These arguments were rejected on an
5 interlocutory basis by the Ninth Circuit (Dkt. No. 2283), but that rejection provides no assurance that
6 the arguments would have likewise been rejected on appeal at the end of the case. Class certification
7 jurisprudence, in particular, has received heightened scrutiny from appellate courts in the wake of
8 the Supreme Court's decision in *Wal-Mart Stores Inc. v. Dukes*, 131 S. Ct. 2541 (2011) and *Comcast*
9 *Corp. v. Behrend*, 133 S. Ct. 1426 (2013).

10 Still another area of significant potential trial and appellate risk comes from the rapidly-
11 changing landscape of the Foreign Trade Antitrust Improvements Act (15 U.S.C. §6a) ("FTAIA"), a
12 statute which the Defendants asserted in this Court as the basis for disposing of a large portion of
13 Plaintiffs' claims at summary judgment. These motions were pending at the time the Proposed
14 Settlements were executed. *See* Dkt. Nos. 3006 and 3008. The FTAIA has recently been the subject
15 of several major appellate decisions from the Second, Third, Seventh and Ninth Circuits, which
16 announced new interpretations of the FTAIA's jurisdictional effect, and provided new interpretations
17 of the statute's abstruse text.³³ These developments heighten the uncertainty surrounding any
18 appellate review of a district court's FTAIA analysis, no matter how careful or well-supported it may
19 be.

20 And even if Plaintiffs were to win at every subsequent stage, continued litigation would
21 delay recovery for years. Settlement eliminates the risk of litigation vis-à-vis Settling Defendants,
22 providing substantial and certain relief to the Settlement Class now.³⁴ In sum, the all-cash recovery
23 of \$563,000,000 dollars is a substantial and material result that avoids the meaningful risk Plaintiffs
24

25 ³² *In re AT&T Mobility Wireless Data Servs. Sales Litig.*, 270 F.R.D. 330, 347 (N.D. Ill. 2010).

26 ³³ *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).

³⁴ *In re AT&T*, 270 F.R.D. at 347 ("[A] future victory is not as valuable as a present victory.").

1 faced at trial and on appeal.

2 **3. Sufficiency of Discovery**

3 The stage of the proceedings at which the Proposed Settlements were reached also favors
 4 preliminary approval. The Plaintiffs negotiated these Settlements after extensive pre-filing
 5 investigation, full discovery, the exchange of expert reports on liability and damages, the filing of
 6 oppositions to defense motions for summary judgment, and other rigorous and fact-intensive
 7 motions. (Alioto Decl. ¶¶ 3-19.) Over the course of the last seven years, Plaintiffs have reviewed
 8 and analyzed millions of documents produced by Defendants and third parties, taken over 100
 9 depositions of defense witnesses, and have conducted extensive economic analyses of the
 10 Defendants' and third parties' data. Plaintiffs participated in three mock trials and observed 11
 11 mock juries. Plaintiffs were fully prepared to try this case to a jury. (*Id.* ¶ 35.) Thus, Plaintiffs were
 12 able to negotiate the Proposed Settlements with detailed knowledge of the factual and legal issues
 13 underlying the claims and defenses in the action, and the strengths and weaknesses of the actions.

14 **4. Opinion of Experienced Counsel**

15 Plaintiffs' Class Counsel – who is experienced in antitrust and consumer class actions – has
 16 determined that the Proposed Settlements are in the best interests of the class members. (*Id.* ¶ 36.)
 17 Experienced plaintiffs' counsel's judgment that settlements are fair and reasonable is entitled to
 18 great weight at the preliminary approval stage.³⁵

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

20 Before granting preliminary approval of a settlement, the Court must determine that the
 21 proposed settlement presents a proper class for settlement purposes.³⁶ Rule 23 governs the issue of
 22 class certification, whether the proposed class is a litigated class or, as here, a settlement class.
 23 Courts routinely and properly certify classes for settlement purposes only.³⁷

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 25
 26 ³⁵ See *Nat'l Rural Telecomm. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 528 (C.D. Cal. 2004)
 27 (“Great weight” is accorded to the recommendation of counsel, who are most closely acquainted
 with the facts of the underlying litigation.”).

28 ³⁶ See *Manual* § 21.632; *Amchem Prods. Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

³⁷ *Id.* at 619-29.

1 Certification is appropriate where the proposed class and the proposed class representatives
 2 meet the four prerequisites of Rule 23(a)—numerosity, commonality, typicality, and adequacy of
 3 representation. In addition, certification of a class action for damages requires a showing that
 4 “questions of law and fact common to class members predominate over any questions affecting only
 5 individual members, and that a class action is superior to other available methods for fairly and
 6 efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3). This Court has already found
 7 that classes similar in composition to the Settlement Class here satisfy the Rule 23 criteria, and
 8 certified 22 separate statewide damages classes.³⁸ The proposed Settlement Class here likewise
 9 satisfies each of the Rule 23 criteria.

10 **1. The Class Is So Numerous That Joinder Is Impracticable**

11 The first requirement for maintaining a class action is that its members are so numerous that
 12 joinder would be “impracticable.” Fed. R. Civ. P. 23(a)(1). Here, the Settlement Class consists of
 13 millions of members nationwide. “Numerosity” is easily established.³⁹

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

15 The second prerequisite to class certification is the existence of questions of law or fact
 16 common to the class. Fed. R. Civ. P. 23(a)(2). The Ninth Circuit has made it clear that the
 17 commonality requirement is to be “construed permissively.”⁴⁰ Courts have held that a single
 18 common issue of law or fact is sufficient to satisfy the commonality requirement.⁴¹ Commonality
 19 can be established by showing “that the class is united by a common interest.”⁴²

21 ³⁸ See Order Granting Final Approval of Class Action Settlement with LG Electronics, Inc., LG
 22 Electronics USA, Inc., and LG Electronics Taiwan Taipei Co., Ltd. (Dkt. No. 2542); Report &
 23 Recommendation Regarding Indirect Purchaser Plaintiffs’ Motion for Class Certification (Dkt. No.
 24 1742) (“Class Certification R&R”); Order Adopting Special Master’s Reports and
 Recommendations on Defendants’ Motion to Exclude Expert Testimony and Motion for Class
 Certification. (Dkt. No. 1950) (“Class Certification Order”).

25 ³⁹ See *Harris v. Palm Springs Alpine Estates, Inc.*, 329 F.2d 909, 913-14 (9th Cir. 1964); *In re*
Rubber Chemicals Antitrust Litig., 232 F.R.D. 346, 350 (N.D. Cal. 2005) (a finding of numerosity
 26 may be supported by common sense assumptions).

⁴⁰ *Hanlon*, 150 F.3d at 1019.

27 ⁴¹ *Slaven v. BP America, Inc.*, 190 F.R.D. 649, 655 (C.D. Cal. 2000); *Haley v. Medtronic, Inc.*, 169
 F.R.D. 643, 647 (C.D. Cal. 1996).

28 ⁴² *Blackie v. Barrack*, 524 F.2d 891, 901 (9th Cir. 1975).

1 Here, all class members share numerous common questions of law and fact that go to the
 2 central issue in this matter—that is, whether the Defendants engaged in a price-fixing conspiracy
 3 which injured Plaintiffs when they paid more for CRT Products than they would have absent the
 4 alleged price-fixing conspiracy. These common questions of law and fact predominate over any
 5 individual questions. The overarching and unifying allegations in this action are that Settling
 6 Defendants and other CRT manufacturers engaged in a global cartel to fix the prices of CRTs sold in
 7 the United States. These allegations give rise to numerous questions of law or fact common to the
 8 class, such as:

- 9 1. Whether Defendants engaged in a contract, combination,
 10 and/or conspiracy to fix, raise, maintain, or stabilize prices
 of CRTs sold in the United States;
- 11 2. Whether the alleged contract, combination, and/or
 12 conspiracy violated Section 1 of the Sherman Act (15
 U.S.C. § 1) such that injunctive relief is available to
 13 Plaintiffs;
- 14 3. Whether the alleged conspiracy violates the antitrust,
 15 consumer protection or other similar laws of the 21 states
 and the District of Columbia under whose laws these suits
 were brought;
- 16 4. The duration of the alleged illegal contract, combination,
 17 and/or conspiracy;
- 18 5. Whether Defendants' alleged conduct resulted in an
 unlawful overcharge on the price of CRTs;
- 19 6. Whether the alleged unlawful overcharge on the price of
 20 CRTs was passed-through to the indirect purchasers of
 CRT Products, and if so, the appropriate classwide measure
 21 of damages.

22 These questions revolve around the existence, scope, effectiveness, and implementation of
 23 Defendants' alleged conspiracy and are central to each class member's claims. This Court
 24 previously found that these questions of law and fact satisfy the commonality requirement in this
 25 case.⁴³ Similar common questions have been routinely found to satisfy the commonality
 26 requirement in other antitrust class actions.⁴⁴

27 ⁴³ See Class Certification Order at 6, and Class Certification R&R at 16-17.

28 ⁴⁴ *In re Dynamic Random Access Memory (DRAM) Antitrust Litig.*, Case No. M 02-1486 PJH, 2006
 WL 1530166, at *3 (N.D. Cal. June 5, 2006) (“the very nature of a conspiracy antitrust action

3. Plaintiffs' Claims Are Typical of the Claims of the Class

The “claims . . . of the representative parties [must be] typical of the claims . . . of the class.” Fed. R. Civ. P. 23(a)(3). “Under the rule’s permissive standards, representative claims are ‘typical’ if they are reasonably co-extensive with those of absent class members; they need not be substantially identical.”⁴⁵ In this case, the claims of the representative Plaintiffs are typical of the claims of the class members because they all indirectly purchased CRT Products sold by Defendants at allegedly supra-competitive levels as a result of the alleged price-fixing conspiracy. Similarly, differences that may exist in the amount of injury suffered by each class member do not render Plaintiffs’ claims atypical.⁴⁶

As with commonality, typicality is easily satisfied in cases involving allegations of horizontal price-fixing because “in instances wherein it is alleged that the defendants engaged in a common scheme relative to all members of the class, there is a strong assumption that the claims of the representative parties will be typical of the absent class members.”⁴⁷ Furthermore, courts have rejected the argument that factual differences among individual transactions undermine typicality, so long as the alleged damages of plaintiffs and the class arise from the purchase of products affected by the conspiracy.⁴⁸

In this case, the claims of the representative Plaintiffs arise from the same alleged price-fixing conspiracy that gives rise to the claims of the Class. Plaintiffs assert the same legal claims on behalf of themselves and the proposed Class, namely, that they purchased CRT Products and that

compels a finding that common questions of law and fact exist.”); *In re Rubber Chem.*, 232 F.R.D. at 351.

⁴⁵ *Hanlon*, 150 F.3d at 1020.

⁴⁶ *Armstrong v. Davis*, 275 F.3d 849, 869 (9th Cir. 2001), , *abrogated on other grounds by Johnson v. California*, 543 U.S. 499, 504–05, 125 S.Ct. 1141, 160 L.Ed.2d 949 (2005).

⁴⁷ *In re Catfish Antitrust Litig.*, 826 F. Supp. 1019, 1035 (N.D. Miss. 1993); *In re Citric Acid Antitrust Litig.*, Case No. 95-1092, 1996 WL 655791, at *3 (N.D. Cal. Oct. 2, 1996).

⁴⁸ *See DRAM*, 2006 WL 1530166, at *4; *In re Bulk (Extruded) Graphite Prods. Antitrust Litig.*, Case No. Civ. 02-6030 (WHW), 2006 WL 891362, at *5 (D.N.J. April 4, 2006); *In re Pressure Sensitive Labelstock Antitrust Litig.*, Case No. 3:03-MDL-1556, 2007 WL 4150666, at *10 (M.D. Pa. Nov. 19, 2007) (“Typicality is usually satisfied in a horizontal antitrust conspiracy case, even though a plaintiff may have purchased different product types or quantities or received different prices, or a plaintiff purchased from one defendant but not another.”).

1 they were overcharged as a result of the alleged conspiracy between Defendants and other CRT
2 manufacturers. Defendants' alleged price-fixing scheme is the basis for the claims of every named
3 Plaintiff and class member who purchased the price-fixed CRTs indirectly from Defendants.
4 Therefore, Plaintiffs' claims are typical of the claims of the other class members, and certification is
5 appropriate.⁴⁹

6 **4. Plaintiffs Will Fairly and Adequately Represent the Interests of the Class**

7 The final requirement of Rule 23(a) is that the representative plaintiffs fairly and adequately
8 represent the interests of the class. A representative plaintiff is an adequate representative of the
9 class if he or she: (1) does not have any interests that are antagonistic to or in conflict with the
10 interests of the class; and (2) is represented by "qualified counsel" who will vigorously prosecute the
11 interests of the class.⁵⁰

12 Here, the interests of the representative Plaintiffs are not antagonistic to the Class because
13 they are all similarly interested in obtaining prompt and valuable relief from Defendants. Plaintiffs
14 have a genuine interest in the litigation and understand the allegations in this case. They have
15 reviewed the pleadings in this case, responded to written discovery, produced the documents
16 requested and have been deposed by Defendants. (Alioto Decl. ¶ 37.) The interests of all Plaintiffs
17 and class members are aligned because they all allegedly suffered similar injury in the form of
18 claimed higher CRT Product prices due to the alleged conspiracy, and they all seek the same relief.
19 By proving their own claims, Plaintiffs will necessarily be proving the claims of their fellow class
20 members.⁵¹

21 Additionally, Plaintiffs are represented by counsel who are highly qualified in class action
22 litigation and have competently and aggressively prosecuted this complex case. Plaintiffs' counsel,
23 Trump, Alioto, Trump & Prescott LLP, was appointed by the Court as Class Counsel on September
24

25 ⁴⁹ See Class Certification R&R at 17-19 (finding the named plaintiffs' claims to be typical of class
26 members' claims); Class Certification Order at 2 (adopting Class Certification R&R in full).

27 ⁵⁰ *Hanlon*, 150 F.3d at 1020; *Lerwill v. Inflight Motion Pictures, Inc.*, 582 F.2d 507, 512 (9th Cir.
1978).

28 ⁵¹ See Class Certification R&R 17-19 (finding the named plaintiffs are adequate class
representatives); Class Certification Order at 2 (adopting Class Certification R&R in full).

1 24, 2013.⁵² They have undertaken the responsibilities assigned to them by the Court and have
 2 directed the efforts of other Plaintiffs' counsel in vigorously prosecuting this action.

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

4 Once the four prerequisites of Rule 23(a) are met, as they are here, Plaintiffs are entitled to
 5 proceed with a class action under Rule 23(b)(3) if the Court finds that "questions of law or fact
 6 common to class members predominate over any questions affecting only individual members, and
 7 that a class action is superior to other available methods for fairly and efficiently adjudicating the
 8 controversy." The Settlement Class meets both requirements.

9 **1. Common Questions of Law or Fact Predominate**

10 "Predominance," under Rule 23(b)(3), "is a test readily met in certain cases alleging
 11 consumer or securities fraud or violations of the antitrust laws."⁵³ The weight of authority holds that
 12 in horizontal price-fixing cases like this one, the predominance requirement is readily met. The
 13 existence of a conspiracy is the overriding issue common to all plaintiffs, sufficient to satisfy the
 14 Rule 23(b)(3) predominance requirement.⁵⁴

15 Here, the existence of an alleged CRT conspiracy and Defendants' acts in furtherance of the
 16 alleged conspiracy are the predominant common questions. To demonstrate that the alleged CRT
 17 price-fixing conspiracy existed, Plaintiffs will necessarily focus on the conduct of the Defendants,
 18 rather than the conduct of individual class members. Specifically, Defendants allegedly entered into
 19 and implemented a conspiracy to set the prices of CRTs at *supra*-competitive levels through a series
 20 of high-level meetings and agreements during the class period. Plaintiffs maintain that proof of
 21

22 ⁵² See Class Certification R&R at 17, 49; Class Certification Order at 2.

23 ⁵³ *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591 at 625 (1997).

24 ⁵⁴ See, e.g., *Thomas & Thomas Rodmakers Inc. v. Newport Adhesives & Composites Inc.*, 209 F.R.D
 25 159, 167 (C.D. Cal. 2002) ("In price-fixing cases, courts repeatedly have held that the existence of
 26 the conspiracy is the predominant issue and warrants certification even where significant individual
 27 issues are present.") (internal quotation marks and citation omitted) (emphasis added); *In re Rubber*
 28 *Chemicals*, 232 F.R.D. at 352 ("[T]he great weight of authority suggests that the dominant issues in
 cases like this are whether the charged conspiracy existed and whether price-fixing occurred"); *In re*
Sugar Industry Antitrust Litig., MDL Dkt No. 201, 1976 WL 1374, at *23 (N.D. Cal. May 21, 1976)
 ("It is the allegedly unlawful horizontal price-fixing arrangement among defendants that, in its broad
 outlines, comprises the predominating, unifying common interest" between the representative
 plaintiffs and potential class members).

1 these meetings and agreements is contained in Defendants' own documents and the testimony of
2 defense witnesses, and is therefore common for all class members.⁵⁵

3 Likewise, antitrust injury, particularly in a price-fixing case, is an issue common to the class
4 because the effect of the alleged conspiracy is readily determined based on a common evidentiary
5 showing.⁵⁶ Therefore, common issues relating to the existence and effect of the alleged conspiracy
6 to fix CRT prices predominate over any questions arguably affecting individual class members.
7 These issues are "overriding issues" satisfying the predominance requirement.

8 The existence of potential individualized damage issues does not defeat the predominance of
9 the common liability issues.⁵⁷ Courts in this District have recognized that "classes were certified . . .
10 . . . regardless whether some members of the class negotiated price individually, or whether — as here
11 — differences among product type, customer class, and method of purchase existed."⁵⁸ This is true
12 even if there are individual state law issues, as long as the common issues still outweigh the
13 individual ones, e.g., as long as common theory can be alleged as to liability and impact that can be
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17 ⁵⁵ See, e.g., *In re Relafen Antitrust Litig.*, 221 F.R.D. 260, 275 (D. Mass. 2004) ("The alleged
18 antitrust violation relates solely to SmithKline's conduct, and as such, constitutes a common issue
19 subject to common proof."); *In re Corrugated Container Antitrust Litig.*, 80 F.R.D. 244, 250 (S.D.
20 Tex. 1978) ("The court is persuaded that the conspiracy issues whether price information was
21 exchanged; if it was, with what intent; whether action was taken by the defendants based upon such
22 exchanges, etc. is susceptible of generalized proof, since it deals primarily with what the defendants
23 themselves did and said.").

21 ⁵⁶ See, e.g., *In re Citric Acid*, 1996 WL 655791, at *6 (common questions include whether there was
22 a conspiracy, whether prices were fixed pursuant to the conspiracy, and whether the prices plaintiffs
23 paid were higher than they should have been); *Estate of Jim Garrison v. Warner Bros., Inc.*, 1996
24 WL 407849, at *3 (C.D. Cal. June 25, 2006) ("Antitrust price fixing conspiracy cases by their nature
25 deal with common legal and factual questions of the existence, scope and effect of the alleged
26 conspiracy." (citation omitted)); *In re TFT-LCD (Flat Panel) Antitrust Litig.*, 267 F.R.D. 583, 604
27 (N.D. Cal. 2010), *amended in part*, 2011 WL 3268649 (N.D. Cal. July 28, 2011) (internal citation
28 omitted) (finding common issues predominated on the question of antitrust injury in a price-fixing
case brought on behalf of a class of indirect purchasers); *In re Static Random Access Memory
(SRAM) Antitrust Litig.*, 264 F.R.D. 603, 612-614 (N.D. Cal. 2009) (same).

26 ⁵⁷ See, e.g., *In re Visa Check/MasterMoney Antitrust Litig.*, 280 F.3d 124, 138 (2d Cir. 2001),
27 *overruled on other grounds by In re IPO*, 471 F.3d 24 (2d Cir.2006), and *superseded by statute on*
28 *other grounds as stated in Attenborough v. Const. and Gen. Bldg. Laborers' Local 79*, 238 F.R.D.
82, 100 (S.D.N.Y.2006).

⁵⁸ *DRAM*, 2006 WL 1530166, at *9.

1 pursued by the class.⁵⁹ Issues common to the classes predominate in this case. All indirect-
 2 purchasers are alleged to have paid overcharges that were caused by the Defendants' alleged price-
 3 fixing activities. The presence of these common issues of liability and impact favors class
 4 certification of the Settlement Class, even if individual issues may exist as to the dollar amount of
 5 damages suffered by each class member.⁶⁰

6 2. A Class Action Is Superior to Other Methods of Adjudication

7 The superiority prong of Rule 23(b)(3) requires balancing the merits of a class action with
 8 available alternate methods of adjudication.⁶¹ “[I]f common questions are found to predominate in
 9 an antitrust action, then courts generally have ruled that the superiority prerequisite of Rule 23(b)(3)
 10 is satisfied.”⁶² That is because in price-fixing cases, “the damages of individual indirect purchasers
 11 are likely to be too small to justify litigation, but a class action would offer those with small claims
 12 the opportunity for meaningful redress.”⁶³

13 In this case, a class action is superior to individual litigation because it would be a waste of
 14 judicial resources to require numerous separate trials relating to the same legal dispute.⁶⁴ As noted
 15 by Judge Wilken in *SRAM*, the damages alleged by individual members of the class are relatively
 16 small, and the expense and burden of individual litigation would make it impracticable for them to
 17 seek redress individually.⁶⁵ Moreover, the interests of class members in individually controlling the
 18 prosecution of separate claims are outweighed by the efficiency of the class mechanism. Finally,
 19 separate adjudication of claims creates a risk of inconsistent rulings, which further favors class
 20

21 ⁵⁹ See, e.g., *In re Visa Check/Master Money*, 280 F.3d at 138 (citing and quoting with approval
 22 *Williams v. Sinclair*, 529 U.S. 1383, 1388 (9th Cir. 1975)); *Waste Management Holdings, Inc. v.*
 23 *Mowbray*, 208 F.3d 288, 294-295 (1st Cir. 2000).

23 ⁶⁰ See Class Certification R&R at 38; Class Certification Order at 13.

24 ⁶¹ See *Valentino v. Carter-Wallace, Inc.*, 97 F.3d 1227, 1234 (9th Cir. 1996).

25 ⁶² Wright, Miller & Kane, *Federal Practice and Procedure: Civil Procedure* § 1781 at 254-55 (3d
 26 ed. 2004).

26 ⁶³ *SRAM*, 264 F.R.D. at 615.

27 ⁶⁴ See *In re Brand Name Prescription Drugs Antitrust Litig.*, Case No. 94 C 897, 1994 WL 663590,
 28 at *6 (N.D. Ill. Nov. 18, 1994) (“We fail to see the logic in defendants’ contention that 50,000
 individual actions are less complex than a single class action.”).

⁶⁵ *SRAM*, 264 F.R.D. at 615; see also Class Certification R&R at 39 (same).

1 treatment. Therefore, a class action is the superior method of adjudicating the claims raised in this
2 case.

3 **V. PROPOSED PLAN OF NOTICE**

4 Rule 23(e)(1) states that, “The claims, issues, or defenses of a certified class may be settled,
5 voluntarily dismissed, or compromised with the court’s approval. . . . The court must direct notice in
6 a reasonable manner to all class members who would be bound by the proposal.” Notice of a
7 proposed settlement must inform class members of the following: (1) the nature of the pending
8 litigation; (2) the general terms of the proposed settlement; (3) that complete information is available
9 from the court files; and (4) that any class member may appear and be heard at the fairness hearing.⁶⁶
10 The notice must also indicate an opportunity to opt-out, that the judgment will bind all class
11 members who do not opt-out, and that any member who does not opt-out may appear through
12 counsel. Fed. R. Civ. P. 23(c)(2)(B).

13 The form of notice is “adequate if it may be understood by the average class member.”⁶⁷
14 Notice to the class must be “the best notice practicable under the circumstances, including individual
15 notice to all members who can be identified through reasonable effort.”⁶⁸ Publication notice is an
16 acceptable method of providing notice where the identity of specific class members is not reasonably
17 available.⁶⁹

18 Plaintiffs’ Counsel have retained an experienced class action administrator, The Notice
19 Company, to give notice of these Settlements to the members of the Settlement Class. As explained
20 in the attached Declaration of Joseph Fisher of The Notice Company, the Plaintiffs propose to
21 disseminate notice advising of the Proposed Settlements and the dates associated with exclusion,
22 objection and final approval. The Notice Company has formulated a comprehensive notice program
23 that satisfies due process standards and represents the best notice practicable under the
24 circumstances, consistent with Rule 23. (*See* Fisher Decl. ¶ 32.) The components of the notice

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27 ⁶⁶ *See Newberg* § 8.32.

28 ⁶⁷ *Newberg* § 11.53.

⁶⁸ *Amchem Prods.*, 521 U.S. at 617.

1 program are substantially similar to the notice programs approved by the Court in connection with
 2 the previously-approved settlements, and indeed go beyond the previously-approved notice
 3 programs. (*Id.* at ¶ 2; Alioto Decl. ¶ 38.)

4 Notice to the class members will be provided via publication of a Summary Notice in print
 5 media, broadcast media, online media, social media and earned media (including, e.g. press
 6 releases). (Fisher Decl. ¶ 8.) Notice will also be mailed directly to: all persons who requested notice
 7 following the prior Settlements; every Fortune 500 company for each year during the Class Period;
 8 and the 300 largest private colleges and universities, the 200 largest private secondary schools, and
 9 the 50 largest hospitals in the 21 States and the District of Columbia that can file claims. (*Id.* ¶ 11.)
 10 Notice will also be emailed directly to approximately 1.3 million small business owners and 7.2
 11 million individual consumers who reside in the 21 States and the District of Columbia. (*Id.* ¶¶ 12-
 12 13, Ex. E.)

13 Included with the Fisher Declaration is the proposed Summary Notice (*Id.*, Ex. C), which
 14 will be placed in publications and mailed to the recipients listed above. The Summary Notice will
 15 direct people to the website, www.CRTclaims.com, on which the Detailed Notice (*Id.*, Ex. B) will be
 16 posted, along with the Settlement Agreements and the papers filed in support of the Settlements. (*Id.*
 17 ¶ 5; Alioto Decl. ¶¶ 39-40.)

18 The Notices describe the nature of the litigation and the general terms of the Proposed
 19 Settlements, and inform potential Class Members that complete information is available from the
 20 court files and from the settlement website at www.CRTclaims.com. The notices explain that Class
 21 Members must submit a claim form in order to receive compensation, and sets forth the deadline and
 22 process for submitting a claim.⁷⁰ The notices also explain that Class Members have the right to
 23 exclude themselves from the Proposed Settlements⁷¹ or object to any aspect of them, and clearly
 24

25
 26 ⁶⁹ See *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1080 (N.D. Cal. 2007) (citing *Manual*
 § 21.311).

27 ⁷⁰ The proposed claim form is attached as Exhibit H to the Declaration of Mario N. Alioto.

28 ⁷¹ Even though members of the Statewide Damages Classes were previously given an opportunity to
 exclude themselves from the Certified Class, Plaintiffs propose that class members be provided the
 opportunity to exclude themselves from the Settlement Class. See Fed. R. Civ. P. 23, 2003 Advisory

1 state the procedure and deadlines for doing so. Finally, the Notices explain that the judgment against
 2 Settling Defendants will bind all Class Members who do not exclude themselves, and that any Class
 3 Member who does not exclude himself may appear through counsel at the Fairness Hearing. (Fisher
 4 Decl. ¶ 5-7; Alioto Decl. ¶ 41.) The Notice Company will also establish a toll-free number that
 5 potential Class Members can call with any questions and to request additional information. (Fisher
 6 Decl. ¶ 5.)

7 A more detailed description of the proposed notice program is contained in the Fisher
 8 Declaration. (Fisher Decl. ¶¶ 8-31.) The proposed notice program fulfills all the requirements of
 9 Federal Rule of Civil Procedure 23 and due process.⁷²

10 Finally, pursuant to the Class Action Fairness Act, 28 U.S.C. §1715 (“CAFA”), Settling
 11 Defendants will provide notice of the Proposed Settlements to the Attorney General of the United
 12 States and the Attorneys General of all 50 States within ten days of the filing of this motion. (Alioto
 13 Decl. ¶ 42.)

14 **VI. PROPOSED PLAN OF DISTRIBUTION**

15 The Plaintiffs propose to compensate members of the Statewide Damages Classes according
 16 to a plan of distribution, which provides that qualifying claimants will be eligible to claim their pro-
 17 rata share of the Settlement Fund based on the number of valid claims filed, and the number and type
 18 of CRT Products each claimant purchased during the class period. (Alioto Decl. ¶ 43.)

19 A plan of distribution of class settlement funds is subject to the “fair, reasonable and
 20 adequate” standard that applies to approval of class settlements.⁷³ A plan of distribution that
 21 compensates class members based on the type and extent of their injuries is generally considered
 22 reasonable. Distribution on a pro-rata basis, with no class member being favored over others is fair
 23
 24

25
 26 _____
 Committee Notes (“A decision to remain in the class is likely to be more carefully considered and is
 better informed when settlement terms are known.”).

27 ⁷² See, e.g., *Torrisi v. Tucson Elec. Power Co.*, 8 F.3d 1370, 1374-75 (9th Cir. 1993); *In re AOL*
Time Warner ERISA Litig., WL 2789862, at *9 (S.D. N.Y. Sept. 27, 2006).

28 ⁷³ *In re Citric Acid Antitrust Litig.*, 145 F. Supp. 2d 1152, 1154 (N.D. Cal. 2001).

1 and reasonable. Such distributions have frequently been determined to be fair, adequate, and
2 reasonable.⁷⁴

3 Here, the Settlement Administrator will first compute the straight pro-rata distribution of the
4 available Settlement Fund among all claimed product purchases, with claims for Standard CRT
5 Televisions (televisions with a screen size of less than 30 inches) getting a weight of 1; Large CRT
6 Televisions (televisions with a screen size of 30 inches or larger) getting a weight of 4.3; and CRT
7 Computer Monitors getting a weight of 3. (Alioto Decl. ¶ 44.)

8 The weighting of the different CRT Products in this manner is necessary to reflect the
9 relative harm to purchasers of those products. The data produced in this case shows that the CRTs
10 used in televisions with a screen size of 30 inches or larger were significantly more expensive than
11 the CRTs used in televisions less than 30 inches. After reviewing the data and consulting with
12 Plaintiffs' expert, Dr. Janet Netz, it became necessary to create two categories for CRT televisions
13 (Standard CRT Televisions and Large CRT Televisions) to ensure that purchasers of Large CRT
14 Televisions are properly compensated. (*Id.* ¶ 45.) In addition, based on Dr. Netz's findings that the
15 overcharge on monitor tubes was more than twice the overcharge on television tubes, it is
16 appropriate to give greater weight to CRT Computer Monitors than Standard CRT televisions. (*Id.* ¶
17 46.) However, the data produced in this case also shows that Large CRT Televisions contain the
18 largest, most expensive CRTs. On average, they are approximately twice the size and four times the
19 price of CRTs used in monitors. So even though Dr. Netz found the overcharge percentage on
20 television tubes to be less than for monitor tubes, the average dollar overcharge is greater for Large
21 CRT Televisions than for CRT Computer Monitors (overcharge percentage times higher price =
22 higher overcharge). (*Id.* ¶ 47.)

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24
25 ⁷⁴ See *In re Vitamins Antitrust Litig.*, No. 99–197 TFH, 2000 WL 1737867, at *6 (D.D.C. Mar. 31,
26 2000) (“Settlement distributions, such as this one, that apportion funds according to the relative
27 amount of damages suffered by class members, have repeatedly been deemed fair and reasonable.”);
28 *In re Lloyds' Am. Trust Fund Litig.*, No. 96 Civ.1262 RWS, 2002 WL 31663577, at *19 (S.D.N.Y.
Nov. 26, 2002) (“*pro rata* allocations provided in the Stipulation are not only reasonable and
rational, but appear to be the fairest method of allocating the settlement benefits.”).

1 Because there will very likely be a broad range in the number of products purchased by
2 claimants - with some average individual consumers reporting one or two products purchased, and
3 some corporate claimants reporting thousands of products purchased - the next step will be to
4 determine a minimum payment amount. Based on historical claim rates, it is expected that there will
5 be sufficient funds to distribute a minimum payment of at least \$25 to eligible class members who
6 submit a valid claim form. The purpose of the minimum payment amount is to incentivize the filing
7 of claims by small purchasers whose straight pro-rata distribution amount would be less than the
8 expected minimum payment amount of \$25. Thus, a hypothetical consumer claimant whose straight
9 pro-rata distribution amount would have been only \$15 would instead receive the minimum payment
10 amount of \$25. A hypothetical claimant whose straight pro-rata distribution amount would have
11 been *greater* than \$25 will continue to receive a larger amount based on an adjusted pro-rata
12 distribution (“adjusted” to compensate for the effect of the minimum payment amount). The
13 minimum payment amount of \$25 represents the Plaintiffs’ reasonable estimate at this time; the
14 actual amount cannot be determined until all claims have been processed. The Court’s approval for
15 the minimum payment will be requested when the data from the actual claims process is available.
16 (*Id.* ¶ 48.)

17 Using this adjusted pro-rata distribution plan will ensure that all valid claimants receive fair
18 compensation based directly on their purchases of CRT Products. The minimum payment ensures
19 that small claimants (*i.e.*, most individual consumers) receive meaningful compensation for their
20 participation in the claims process. (*Id.* ¶ 49.)

21 Additionally, a maximum payment amount of three times the estimated money damages per
22 claimant will apply. Upon final approval, none of the Settlement Fund will revert to any defendant.
23 Members of the Nationwide Class, who are not also members of any Statewide Damages Class, will
24 not receive monetary compensation. (*Id.* ¶ 50.)

25 Finally, all Statewide Damages Class members who seek payment from the Settlement Fund
26 will be required to complete a claim form containing: (i) the class member’s contact information; (ii)
27 verification of membership in one of the Statewide Damages Classes; (iii) the number and type of
28 each CRT Product purchased during the class period; and (iv) an attestation under penalty of perjury

1 that the information provided is accurate. The proposed claim form is attached as Exhibit H to the
2 Declaration of Mario N. Alioto. (*Id.* ¶ 51.)

3 All claimants will also be subject to auditing and requests for documentation of purchases by
4 the Settlement Administrator. The Settlement Administrator will use commercially reasonable
5 efforts to identify and investigate claims. (*Id.* ¶ 52.)

6 **VII. NOTICE COSTS, LITIGATION EXPENSES AND ATTORNEYS' FEES**

7 The Proposed Settlements provide that counsel for the Plaintiffs may apply to the Court for
8 an award of attorneys' fees (not to exceed one-third of the Settlement Fund), and for payment of
9 notice costs⁷⁵ and litigation expenses, all of which come out of the Settlement Fund. The Settling
10 Defendants have agreed that a certain amount of the Settlement Fund can be used for notice costs,
11 and will not oppose Plaintiffs' application for attorneys' fees and litigation expenses.⁷⁶ (Alioto Decl.
12 ¶ 53.)

13 The Proposed Notices (attached as Exhibits B and C to the Fisher Declaration, and Exhibit F
14 and G to the Alioto Declaration) advise that the Plaintiffs intend to apply for attorneys' fees (not to
15 exceed one-third of the Settlement Fund), notice costs and litigation expenses. These applications
16 will be heard at the final approval hearing or other date determined by the Court. Additionally, the
17 Proposed Notices advise that the Plaintiffs intend to apply for individual incentive awards for the
18 indirect purchaser class representatives, all of whom fully participated in the discovery phase of the
19 case. Several class representatives were also preparing to participate in the trial. These applications
20 will be filed with the Court and posted to the website www.CRTclaims.com at least 14 days in
21 advance of the deadline for objections to give class members an opportunity to review the
22 applications and either support or file objections to them.⁷⁷ (Alioto Decl. ¶ 54.)

25 ⁷⁵ The Settlement Administrator provides estimates of the notice and administration costs in the
26 Fisher Decl., ¶ 33.

27 ⁷⁶ See Alioto Decl., Ex. A (Philips Settlement), ¶¶ 19, 23; Ex. B (Panasonic Settlement), ¶¶ 18, 22;
28 Ex. C (Hitachi Settlement), ¶¶ 18, 22; Ex. D (Toshiba Settlement), ¶¶ 18, 22; and Ex. E (Samsung
SDI Settlement), ¶¶ 19, 23.

⁷⁷ See *In re Mercury Interactive Corp. Securities Litigation*, 618 F.3d 988 (9th Cir. 2010).

1 **VIII. THE COURT SHOULD SET A FINAL APPROVAL HEARING SCHEDULE**

2 The last step in the settlement approval process is the final approval hearing, at which the
 3 Court may hear all evidence and argument necessary to evaluate the Proposed Settlements. At that
 4 hearing, proponents of the Settlements may explain and describe their terms and conditions and offer
 5 argument in support of settlement approval, and members of the Settlement Class, or their counsel,
 6 may be heard in support of or in opposition to the Proposed Settlements. Plaintiffs respectfully
 7 suggest that the Court set the following final approval schedule, culminating in a final approval
 8 hearing:

Event	Date
Notice Publication Date and Mailed Notice to Commence	Within 30 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	120 days from Order Granting Preliminary Approval
Claims Deadline	120 days from Notice Publication Date

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18 **IX. CONCLUSION**

19 Based on the foregoing, Plaintiffs respectfully request that the Court: (1) grant preliminary
 20 approval of the Proposed Settlements; (2) certify the proposed Settlement Class; (3) grant
 21 preliminary approval to the proposed plan of distribution and proposed claim form; (4) approve the
 22 proposed notice plan as complying with due process and Rule 23, and order that notice of the
 23 Proposed Settlements be given to the Class; (5) set a schedule for final approval; and (6) set a
 24 schedule for any motions for an award of attorneys' fees, litigation expense and incentive awards.

25 //

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27 //

28

1 Dated: May 29, 2015

Respectfully submitted,

2 /s/ Mario N. Alioto

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Plaintiffs*

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

**IN RE: CATHODE RAY TUBE (CRT)
ANTITRUST LITIGATION**

Master File No. CV-07-5944 SC

MDL No. 1917

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENTS WITH THE
PHILIPS, PANASONIC, HITACHI,
TOSHIBA AND SAMSUNG SDI
DEFENDANTS**

This document relates to:
All Indirect Purchaser Actions

Hearing Date: July 31, 2015
Time: 10:00 a.m.
Courtroom: One, 17th Floor
Judge: Honorable Samuel Conti

1 It is hereby ORDERED AND DECREED as follows:

2 The motion of the Indirect Purchaser Plaintiffs (“Plaintiffs”) for preliminary approval of
3 the Proposed Settlements with the Philips, Panasonic, Hitachi, Toshiba and Samsung SDI
4 Defendants (as identified in each of their respective Settlement Agreements and inclusive of
5 named related entities) (collectively “Settling Defendants”) is hereby GRANTED.

6 1. The Proposed Settlements with the Settling Defendants are preliminarily
7 approved, subject to a final approval hearing of the Proposed Settlements (the “Fairness
8 Hearing”).

9 2. For purposes of the Settlements with Settling Defendants, the Court preliminarily
10 finds that the requirements of Rule 23 of the Federal Rules of Civil Procedure have been satisfied
11 with respect to the Settlement Class. At this preliminary certification phase, and only for
12 purposes of the settlements with Settling Defendants, the Settlement Class is defined as follows:

13 NATIONWIDE CLASS:

14 All persons and or entities who or which indirectly purchased in the United States
15 for their own use and not for resale, CRT Products¹ manufactured and/or sold by
16 the Defendants, or any subsidiary, affiliate, or alleged co-conspirator thereof, at
17 any time during the period from March 1, 1995 through November 25, 2007.
18 Specifically excluded from this Class are claims on behalf of Illinois persons (as
19 defined by 740 ILCS 10/4) for purposes of claims under 740 Ill. Comp. Stat §
20 10/7(2), Oregon natural persons (as defined by ORS 646.705 (2)) for purposes of
21 claims under ORS § 646.775(1), and Washington persons (as defined by RCW
22 19.86.080) for purposes of claims under RCW 19.86.080 (1). Also specifically
23 excluded from this Class are the Defendants; the officers, directors or employees
24 of any Defendant; any entity in which any Defendant has a controlling interest;
25 and, any affiliate, legal representative, heir or assign of any Defendant. Also
26 excluded are named co-conspirators, any federal, state or local government
27 entities, any judicial officer presiding over this action and the members of his/her
28 immediate family and judicial staff, and any juror assigned to this action.

INDIRECT PURCHASER STATE CLASSES:

¹ CRT Products are defined in the Settlement Agreements to mean Cathode Ray Tubes of any type (e.g. color display tubes, color picture tubes and monochrome display tubes) and products containing Cathode Ray Tubes.

1 All persons and or entities in Arizona, California, District of Columbia, Florida,
2 Iowa, Kansas, Maine, Michigan, Minnesota, Mississippi, New Mexico, New York,
3 North Carolina, North Dakota, South Dakota, Tennessee, Vermont, West Virginia,
4 and Wisconsin who or which indirectly purchased for their own use and not for
5 resale, CRT Products manufactured and/or sold by the Defendants, or any
6 subsidiary, affiliate, or alleged co-conspirator thereof, at any time during the
7 period from at least March 1, 1995 through November 25, 2007.

8 All persons and entities in Hawaii who or which indirectly purchased for their
9 own use and not for resale CRT Products manufactured and/or sold by the
10 Defendants, or any subsidiary, affiliate, or alleged co-conspirator thereof, at any
11 time from June 25, 2002 through November 25, 2007.

12 All persons and entities in Nebraska who or which indirectly purchased for their
13 own use and not for resale CRT Products manufactured and/or sold by the
14 Defendants, or any subsidiary, affiliate, or alleged co-conspirator thereof, at any
15 time from July 20, 2002 through November 25, 2007.

16 All persons and entities in Nevada who or which indirectly purchased for their
17 own use and not for resale CRT Products manufactured and/or sold by the
18 Defendants, or any subsidiary, affiliate, or alleged co-conspirator thereof, at any
19 time from February 4, 1999 through November 25, 2007.

20 Specifically excluded from these Classes are the Defendants; the officers, directors
21 or employees of any Defendant; any entity in which any Defendant has a
22 controlling interest; and, any affiliate, legal representative, heir or assign of any
23 Defendant. Also excluded are named co-conspirators, any federal, state or local
24 government entities, any judicial officer presiding over this action and the
25 members of his/her immediate family and judicial staff, and any juror assigned to
26 this action.

27 3. The Court concludes that, for the sole purpose of the Settlements with Settling
28 Defendants, and without adjudication on the merits, the Settlement Class is sufficiently well-
defined and cohesive to merit preliminary approval.

4. Pursuant to Rule 23(a) (1), the Court determines that the Settlement Class is so
numerous that joinder of all members is impracticable.

5. For purposes of preliminary approval, the commonality requirement of Rule
23(a)(2) is satisfied because Plaintiffs have alleged one or more questions of fact and law
common to the Settlement Class, including whether Settling Defendants violated the Sherman
Antitrust Act, 15 U.S.C. § 1, et seq., and the antitrust and/or various other laws of the following

1 states: Arizona, California, Florida, Hawaii, Iowa, Kansas, Maine, Michigan, Minnesota,
2 Mississippi, Nebraska, Nevada, New Mexico, New York, North Carolina, North Dakota, South
3 Dakota, Tennessee, Vermont, West Virginia, Wisconsin and the District of Columbia.

4 6. Pursuant to Rule 23(a)(3), the Court hereby appoints as Representative Plaintiffs
5 of the Settlement Class all of the individuals identified in the Court's class certification order
6 (Dkt. No. 1950) and the Interim Special Master's Report and Recommendation (Dkt. No. 1742),
7 incorporated herein by reference, and finds that, for settlement purposes only, these
8 Representative Plaintiffs' claims are typical of the claims of the Settlement Class. The claims of
9 the Representative Plaintiffs and absent class members rely on the same legal theories and arise
10 from the same alleged conspiratorial conduct by Defendants, namely, the agreement to fix, raise,
11 maintain and/or stabilize prices of CRTs sold in the United States.

12 7. The Court preliminarily finds that the Representative Plaintiffs will fairly and
13 adequately protect the interests of the Settlement Class in satisfaction of the requirements of Rule
14 23(a)(4) because: (1) the interests of the Representative Plaintiffs are consistent with those of the
15 Settlement Class members; (2) there appear to be no conflicts between or among the
16 Representative Plaintiffs and the other Settlement Class members; (3) the Representative
17 Plaintiffs have been and appear to be capable of continuing to be active participants in both the
18 prosecution and the settlement of this litigation; and (4) the Representative Plaintiffs and the
19 Settlement Class members are represented by qualified, reputable counsel who are experienced in
20 preparing and prosecuting large, complicated class action cases, including those concerning
21 violations of antitrust law.

22 8. The Court preliminarily finds that, for purposes of these Settlements only,
23 questions of law or fact common to members of the Settlement Class predominate over questions
24 affecting only individual members of the Settlement Class under Rule 23(b)(3). Further, a class
25 action resolution in the manner proposed in the Proposed Settlements would be superior to other
26 available methods for a fair and efficient adjudication of the litigation with respect to Settling
27 Defendants. In making these preliminary findings, the Court has considered, *inter alia*, (1) the
28 interest of the Settlement Class members in individually controlling the prosecution or defense of

1 separate actions; (2) the impracticality or inefficiency of prosecuting or defending separate
2 actions; (3) the extent and nature of any litigation concerning these claims already commenced;
3 and (4) the desirability of concentrating the litigation of the claims in a particular forum.

4 9. The Court hereby approves Mario N. Alioto and Trump, Alioto, Trump &
5 Prescott, LLP as Settlement Class Counsel pursuant to Rule 23(g), and finds that this Settlement
6 Class Counsel has and will fairly and adequately protect the interests of the Settlement Class.

7 10. The Court finds that the Proposed Settlements fall within the range of possible
8 final approval. The Court further finds that there is a sufficient basis for notifying class members
9 of the Proposed Settlements, and enjoining class members from continuing this litigation against
10 Settling Defendants pending the conclusion of the Fairness Hearing.

11 11. The Notice Company, Inc. is approved to serve as Settlement Administrator for
12 the Indirect Purchaser Settlement Class.

13 12. The Court approves the form and content of the Detailed Notice, attached hereto
14 as Exhibit A, and the Summary Notice, attached hereto as Exhibit B.

15 13. The Court finds that notice by publication in various national newspapers,
16 magazines and on the internet, together with direct mail and email notice to potential Class
17 Members, as described in the Declaration of Joseph Fisher filed concurrently with the motion for
18 preliminary approval, constitutes the best notice practicable under the circumstances, is due and
19 sufficient notice to the Indirect Purchaser Settlement Class and complies fully with the
20 requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the
21 Constitution of the United States.

22 14. The Court preliminarily approves the plan of distribution proposed by the
23 Plaintiffs in the motion for preliminary approval and approves the proposed claim form
24 substantially in the form attached hereto as Exhibit C.

25 15. Within thirty (30) days from the date of this Order, Settlement Class Counsel is
26 hereby directed to cause the Summary Notice to indirect purchasers, substantially in the form
27 attached hereto as Exhibit B, to be published according to the Notice Plan described in the
28 Declaration of Joseph Fisher, filed concurrently with the motion for preliminary approval. The

1 Summary Notice shall direct interested parties to a website, www.CRTclaims.com, maintained
2 by the Settlement Administrator, where the Detailed Notice, substantially in the form of Exhibit
3 A attached hereto, will be provided.

4 16. All requests for exclusion from the Settlement Class must be postmarked no later
5 than sixty (60) days from the date of publication of notice, and must otherwise comply with the
6 requirements set forth in the Detailed Notice.

7 17. Any class member who does not properly and timely request exclusion from the
8 Proposed Settlements shall, upon final approval of the Proposed Settlements, be bound by the
9 terms and provisions of the Proposed Settlements so approved, including but not limited to the
10 releases, waiver and covenants described in the Proposed Settlements, whether or not such person
11 or entity objected to the Proposed Settlements and whether or not such person or entity makes a
12 claim against the Settlement Fund.

13 18. Any member of the Settlement Class who objects to the Proposed Settlements
14 must do so in writing. The objection must include the caption of this case, be signed, and be
15 submitted to the Court (either by mail or by filing it with the Court) no later than sixty (60) days
16 from the date of publication of notice, and shall otherwise comply with the requirements set forth
17 in the Detailed Notice, including submission of proof of membership in the class. Failure to
18 timely submit a written objection in accordance with the requirements in the Detailed Notice will
19 preclude a class member from objecting to the Proposed Settlements.

20 19. The Notices shall inform putative members of the Settlement Classes that the
21 deadline for the submission of Claim Forms is 120 days from the Notice Publication Date.

22 20. Any member of the Settlement Class who wishes to speak at the Fairness Hearing
23 must submit a "Notice of Intent to Appear in *In re Cathode Ray Tube (CRT) Antitrust Litigation*,
24 MDL No. 1917" to the Court no later than sixty (60) days from the date of publication of notice,
25 and shall otherwise comply with the requirements set forth in the Detailed Notice.

26 21. The Court will hold a Fairness Hearing on _____, 2015 at _____
27 _____.m., to determine the fairness, reasonableness, and adequacy of the Proposed Settlements with
28 Settling Defendants. Any member of the Settlement Class who follows the procedure set forth in

1 the notices may appear and be heard at this hearing. The Fairness Hearing may be continued
2 without further notice to the Settlement Class.

3 22. All briefs, memoranda and papers in support of final approval of the Proposed
4 Settlements, including an affidavit or declaration of the person under whose general direction the
5 publication of the Summary Notice and the Detailed Notice were made, showing that publication
6 was made in accordance with this Order, shall be filed no later than twenty-one (21) days before
7 the Fairness Hearing and shall be posted on the internet at www.CRTclaims.com. Any briefs,
8 memoranda and papers in support of a request for attorneys' fees or reimbursement of litigation
9 expenses shall be filed not later than fourteen (14) days before objections to the Proposed
10 Settlements are due, and shall be posted on the internet at www.CRTclaims.com.

11 23. The Court approves the establishment of an escrow account, as set forth in the
12 Proposed Settlements, as "Qualified Settlement Funds" pursuant to Treas. Reg. § 1.468B 2(1).
13 The Court retains continuing jurisdiction over any issues regarding the formation or
14 administration of the escrow account. Settlement Class Counsel and his designees are authorized
15 to expend funds from the escrow accounts to pay Taxes, Tax Expenses and notice and
16 administration costs, as set forth in the Proposed Settlements.

17 24. The Court grants Plaintiffs' Counsel the right to use the Settlement Fund for
18 payment of the cost of notice(s) to potential members of the Settlement Class regarding the
19 Proposed Settlements and related matters, without the approval of the Court in each instance, so
20 long as (a) the expenses incurred or contracted for are reasonable and necessary to carry out the
21 transactions contemplated by the Proposed Settlements, and (b) counsel for Settling Defendants
22 shall receive from Settlement Class Counsel a full accounting of all expenditures made in the
23 event funds are returned to Settling Defendants under the terms of the Proposed Settlements.

24 25. All litigation between Plaintiffs and the Settling Defendants is hereby stayed
25 except for any actions required to effectuate the Proposed Settlements or that are otherwise
26 permitted by the Proposed Settlements or agreed to by the Plaintiffs and the Settling Defendants.

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1 26. The Court retains exclusive jurisdiction over this action to consider all further
2 matters arising out of or connected with the Proposed Settlements.

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SO ORDERED this _____ day of _____, 2015.

Hon. Samuel Conti
United States District Judge

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 Settlements Totaling \$563 Million.

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 third legal notice in this case. There are now seven Settlements in this litigation involving alleged overcharges on the price of Cathode Ray Tube (“CRT”) Products purchased indirectly from the Defendants. “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 television containing a CRT from a retailer, such as Best Buy or Costco, or a computer monitor containing a CRT from Dell.
- The Court previously approved Settlements with two Defendants, Chunghwa and LG. Settlements have now been reached with five additional Defendants: Philips, Panasonic, Hitachi, Toshiba and Samsung SDI (“New Settlements”).
- You can make a claim for money if you are a person or business who indirectly purchased CRT Products for your own use and not for resale in Arizona, California, the District of Columbia, Florida, Hawaii, Iowa, Kansas, Maine, Michigan, Minnesota, Mississippi, Nebraska, Nevada, New Mexico, New York, North Carolina, North Dakota, South Dakota, Tennessee, Vermont, West Virginia or Wisconsin (the “Statewide Damages Classes”). The purchase must have been made in one of the foregoing states. But you do not have to be a resident of one of these states.
- The New Settlements also release the injunctive relief claims of consumers of CRT Products nationwide (excluding Illinois, Oregon and Washington) (the Nationwide Class). *See* Question 7 in this Notice for specific Class definitions.
- Sony Corporation is **not** a defendant and is **not** alleged to have participated in the alleged CRT conspiracy. Purchases of Sony® branded CRT Products are **not** eligible to be included in claims filed under these Settlements.

YOUR LEGAL RIGHTS AND OPTIONS IN THESE SETTLEMENTS	
SUBMIT A CLAIM BY _____, 2015	This is the only way to receive a payment. <i>See</i> Question 11.
OBJECT BY _____, 2015	You can file an objection with the Court (and mail a copy to the Settlement Administrator) explaining why you disagree with the New Settlements, the plan of distribution, the requested attorneys’ fees and litigation expenses, and/or the Class Representative awards. <i>See</i> Question 17 for specifics.
GO TO THE HEARING ON _____, 2015	Ask to speak in Court about the Settlements. <i>See</i> Questions 18 and 20.
EXCLUDE YOURSELF BY _____, 2015	The only option that allows you to individually sue Philips, Panasonic, Hitachi, Toshiba or Samsung SDI about the claims in this case. <i>See</i> Questions 12 and 13 for specifics.
DO NOTHING	You will not receive a payment from the Settlements and you will give up any rights you currently have to separately sue Defendants for the conduct that is the subject of the lawsuits.

These rights and options – **and the deadlines to exercise them** – are explained in this Notice.

WHAT THIS NOTICE CONTAINS

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- 3. What is a CRT Product?
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- 5. What is a class action?

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- 15. Do I have a lawyer representing me?
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- 18. When and where will the Court consider the New Settlements, the plan of distribution, request for attorneys’ fees, litigation expenses and awards to Class Representatives?
- 19. Do I have to come to the hearing?
- 20. May I speak at the hearing?

GET MORE INFORMATION Page 11

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BASIC INFORMATION

1. What is this Notice about?

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

Members of the Statewide Damages Class are eligible to file a claim now to get a payment from all seven Settlements (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 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 Settlements, CRT Products means Cathode Ray Tubes (color display tubes, color picture tubes and monochrome display tubes) and 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 the Defendants fixed the prices of CRTs from March 1, 1995 to November 25, 2007, which resulted in overcharges to people and businesses that bought CRTs and products containing CRTs, such as televisions and computer monitors. The Defendants deny these claims. The Court has not decided who is right.

On March 22, 2012, the Court approved a Settlement totaling \$10,000,000 with Defendant Chunghwa. On April 18, 2014, the Court approved a Settlement totaling \$25,000,000 with Defendant LG. There are now five New Settlements totaling \$528,000,000 with the Philips, Panasonic, Hitachi, Toshiba and Samsung SDI Defendants. The Court still has to decide whether to approve the New Settlements. The total amount of all seven Settlements is \$563,000,000.

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 companies?

The Defendants are manufacturers and/or sellers of CRTs.

The Defendant companies are:

- 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.) (“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”); and
- 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”).

There are several other manufacturers and sellers of CRTs that Plaintiffs allege were a part of the alleged conspiracy but who are not currently defendants or have not appeared in the litigation. The names of these companies are:

- 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.;
- Thomson SA n/k/a Technicolor SA and Thomson Consumer Electronics, Inc.;
- Videocon Industries, Ltd.; and

- Mitsubishi Electric Corporation; Mitsubishi Electric & Electronics USA, Inc.; and Mitsubishi Digital Electronics Americas, Inc.

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

The Settlements have recovered money (“damages”) for consumers who purchased CRT Products in 21 states and the District of Columbia (the “Statewide Damages Classes”). These states and the District of Columbia have antitrust and/or consumer protection laws permitting consumers to sue for damages for antitrust violations.

The Settlements also release the injunctive relief claims of consumers of CRT Products nationwide (excluding Illinois, Oregon and Washington) (the “Nationwide Class”).

The “Settlement Class” includes:

Statewide Damages Classes:

The Statewide Damages Classes include any person or business entity in Arizona, California, District of Columbia, Florida, Hawaii, Iowa, Kansas, Maine, Michigan, Minnesota, Mississippi, Nebraska, Nevada, New Mexico, New York, North Carolina, North Dakota, South Dakota, Tennessee, Vermont, West Virginia, and Wisconsin that indirectly purchased for their own use and not for resale a CRT Product manufactured or sold by any of the Defendants or their alleged co-conspirators (listed in Question 6).

The purchase must have been made in one of the foregoing states. But you do not have to be a resident of one of these states.

Class Period: In order to bring a claim, you must have purchased the CRT Product(s) between March 1, 1995 and November 25, 2007. Because the Hawaii, Nebraska and Nevada laws allowing consumers to bring a claim were enacted after the beginning of the class period, those states 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.

Nationwide Class: The Nationwide Class includes any person or business that, during the period from March 1, 1995 and November 25, 2007, indirectly purchased in the United States (excluding Illinois, Oregon and Washington) for their own use and not for resale, a CRT Product manufactured or sold by any of the Defendants or their co-conspirators (listed in Question 6).

Exclusions:

- Specifically excluded from the Statewide Damages Classes and the Nationwide Class are the Defendants; the officers, directors or employees of any Defendant; any entity in which any Defendant has a controlling interest; and, any affiliate, legal representative, heir or assign of any Defendant.
- Also excluded are named 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 CRT Products are excluded from the Settlements.
- Residents of Illinois, Oregon and Washington are excluded from the Nationwide Class because the

Attorneys General of those states are suing the Defendants on behalf of residents of those states.

The specific class definitions are available at www.CRTclaims.com.

THE SETTLEMENTS' BENEFITS

8. What do the Settlements provide?

The Court has already approved two settlements totaling \$35,000,000. The five New Settlements totaling \$528,000,000 are being presented to the Court for approval.

NEW SETTLEMENTS

<u>Philips Settlement:</u>	Philips has paid \$175,000,000 into the Settlement Fund
<u>Panasonic Settlement:</u>	Panasonic has paid \$70,000,000 into the Settlement Fund
<u>Hitachi Settlement:</u>	Hitachi has paid \$28,000,000 into the Settlement Fund
<u>Toshiba Settlement:</u>	Toshiba has paid \$30,000,000 into the Settlement Fund
<u>Samsung SDI Settlement:</u>	Samsung SDI has paid \$225,000,000 into the Settlement Fund

The combined Settlement Fund totaling \$563,000,000 will be used to pay eligible claimants in the states involved in this litigation. Any interest earned will be added to the Settlement Fund. The cost to administer the Settlements as well as attorneys' fees, litigation expenses and payments to the Class Representatives will come out of the combined Settlement Fund (*see* Question 16).

The Settlement Agreements and the papers filed in support of the New Settlements are available for review and download at www.CRTclaims.com, or you can request copies by calling 1-800-649-8153.

9. How much money can I get?

Only members of the Statewide Damages Classes are eligible to receive a payment from the Settlement Fund. A plan has been submitted to the Court explaining how the Settlement Fund will be distributed to the Statewide Damages Class Members. Payments will be determined on a pro rata basis. This means that payment amounts will be based on the number of valid claims filed, as well as on the number and type of CRT Product(s) purchased: Standard CRT Television (screen size of less than 30 inches); Large CRT Television (screen size of 30 inches or larger); or CRT Computer Monitor. 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 CRT Televisions will be weighted as 1;
- Claims for purchases of Large CRT Televisions will be weighted as 4.3; and
- Claims for purchases of CRT Computer Monitors will be weighted as 3.

At this time, it is unknown how much money each Class Member will recover. It is expected that a minimum payment of \$25 will be made to all Statewide Damages Class Members who submit a valid claim. The maximum payment will be three times the estimated money damages for each claimant.

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.

In order to receive a payment you need to file a valid claim (*see* Question 11). The Claim Form provides additional details on how to submit a claim. Further information is available at www.CRTclaims.com or by calling 1-800-649-8153.

10. When will I get a payment?

Payments will be distributed after the Court grants final approval to the New Settlements and after any appeals are resolved. If the Court approves the New Settlements after the hearing on **xxxxxx, 2015**, there may be appeals. We don't 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 are a member of the Statewide Damages Classes and you want to make a claim from the Settlement Fund, you must complete and submit a Claim Form. We urge you to submit a claim online at www.CRTclaims.com. If you do not file online, you can also submit a claim by mail.

The Claim Form can be found and completed or downloaded at www.CRTclaims.com, or you can obtain a copy by calling, toll free, 1-800-649-8153, or by texting "CRTclaims" to XXXXX. If you choose to submit your claim online, you must do so on or before **xxxxxx, 2015**. If you choose to submit a Claim Form by mail, it must be postmarked by **xxxxxx, 2015**, and mailed to:

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

RIGHT TO EXCLUDE YOURSELF

12. Who has a right to be excluded?

If you are a Settlement Class Member and you wish to keep your right to sue Philips, Panasonic, Hitachi, Toshiba and/or Samsung SDI about the claims alleged and settled in this case (*see* Questions 4 and 7), you must exclude yourself. You will not get any money from these Settlements if you exclude yourself. You may not submit a Claim Form if you exclude yourself from the Settlement.

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

If you choose to exclude yourself from the Settlement Class and keep your right to sue Defendants 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 settlements in In re Cathode Ray Tubes (CRT) Antitrust Litigation, MDL No. 1917; and
- Your signature.

You must mail your exclusion request, postmarked no later than **xxxxx, 2015**, 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 Philips, Panasonic, Hitachi, Toshiba and Samsung SDI on your own for the claims alleged and settled in this case (*see* Questions 4 and 7) and will be bound by the settlement and all subsequent proceedings, orders and judgments in the lawsuit. In return for paying the Settlement Amounts (*see* Question 8), the five Settling Defendants (and certain related entities defined in the Settlement Agreements) will be released from all claims relating to the facts underlying these lawsuits, as more fully described in the Settlement Agreements.

The Settlement Agreements describe the released claims in detail, so read them carefully since those Agreements are binding on you. If you have any questions, you may call the toll-free number and speak to the Settlement Administrator for free. You may also consult your own lawyer at your own expense. The Settlement Agreements and the specific releases are available at www.CRTclaims.com.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer representing me?

The Court has appointed Trump, Alioto, Trump & Prescott LLP, 2280 Union Street, San Francisco, CA 94123, to represent you as “Class Counsel” for the Settlement Class. You do not have to pay Class Counsel separately. The attorneys 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, not to exceed one-third of the \$563,000,000 Settlement Fund, plus reimbursement of their litigation expenses. Class Counsel will also request awards to the Class Representatives who helped the lawyers on behalf of the Classes. Any payment to the attorneys will be subject to Court approval, the attorneys may request less than one-third of the Settlement Fund, and the Court may award less than the requested amount. Any award of attorneys’ fees, litigation expenses and awards that the Court orders, plus the costs to administer the Settlements, will come out of the Settlement Fund and is subject to Court approval.

The attorneys’ motion for fees, litigation expenses and Class Representative awards will be filed on or before **xxxxx, 2015**. The motion will be posted on the website at www.CRTclaims.com. You may register at the website or by calling 1-800-649-8153 to receive an email when the motion(s) are filed.

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

17. How do I object or comment on the Settlements?

You can ask the Court to deny approval by filing an objection to the New Settlements. You can't ask the Court to order a larger settlement; the Court can only approve or deny the Settlements. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

You may object to the New Settlements in writing. The written objection needs to 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 case name and number (In re Cathode Ray Tube (CRT) Antitrust Litigation, MDL No. 1917);
- Proof of membership in the class;
- A brief 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, 2015:**

COURT
Class Action Clerk United States District Court for the Northern District of California 450 Golden Gate Avenue, 16th Floor San Francisco, CA 94102

THE FAIRNESS HEARING

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

The Court previously approved the two original settlements with Chunghwa and LG. The Court will hold a Fairness Hearing to consider the New Settlements at **xx:xx a.m.** on **xxxxx, 2015**, at the United States District Court for the Northern District of California, Courtroom One, 17th Floor, 450 Golden Gate Avenue, San Francisco, CA 94102. The hearing may be moved to a different date or time without additional notice, so you should check the website www.CRTclaims.com for current information.

At this hearing the Court will consider whether each of the New Settlements 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 each of the five New Settlements, 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 an objection or comment, you don't 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. You may also pay another lawyer to attend on your behalf, but it's not required.

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, 2015**. You cannot speak at the hearing if you excluded yourself from the Settlement Class.

GET MORE INFORMATION

21. Where can I get more information?

This notice summarizes the five New Settlements. For the precise terms and conditions of the Settlements, please see the Settlement Agreements available at www.CRTclaims.com. You can also get more information about the Settlements by:

- Calling 1-800-649-8153;
- Texting "CRTclaims" to XXXXX;
- 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, 450 Golden Gate Avenue, San Francisco, CA 94102, 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

If You Bought Televisions, Computer Monitors

or Other Products
Containing

Cathode Ray Tubes

Get Money from \$563 Million in Settlements

Simple Online Claim Form Takes 3-5 Minutes

Class action Settlements have been reached involving Cathode Ray Tubes ("CRTs"), a display device that was sold by itself or as the main component in TVs and computer monitors. The lawsuit claims that the Defendants fixed the prices of CRTs causing consumers to pay more for CRTs and products containing CRTs, such as TVs and computer monitors (collectively "CRT Products"). The Defendants deny Plaintiffs' allegations.

Who is included in the Settlements?

Individuals and businesses that:

- Purchased a CRT or a product containing a CRT, such as a TV or computer monitor, in the United States (except Illinois, Washington and Oregon) between March 1, 1995 and November 25, 2007;
- For their own use and not for resale.

Purchases made directly from a defendant or alleged co-conspirator are not included (see the list of defendants and alleged co-conspirators at www.CRTclaims.com or by calling 1-800-xxx-xxxx).

What do the Settlements provide?

There are five new Settlements totaling \$528 million. Together with the two previously-approved settlements, the Settlement Fund is \$563 million. Only individuals and businesses who purchased CRT Products in AZ, CA, FL, HI, IA, KS, ME, MI, MN, MS, NE, NV, NM, NY, NC, ND, SD, TN, VT, WV, WI, or the District of Columbia, are eligible to file a claim for money. HI, NE and NV have shorter claims periods. The purchase must have been made in one of the foregoing states, but you do not have to be a resident of one of these states. The Settlements release the injunctive relief claims of purchasers of CRT Products nationwide.

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 individuals and businesses are expected to get a minimum payment of \$25. Large purchasers could recover many thousands of dollars.

How can I get a payment?

Claim online or by mail by **XXXX xx, 2015**. The simple online Claim Form only takes 3-5 minutes for most individuals.

What are my rights?

If you do nothing you will be bound by the Court's decisions. If you want to keep your right to sue the Defendants, you must exclude yourself from the Settlement Class by **XXXX xx, 2015**. If you stay in the Settlement Class, you may object to the Settlements by **XXXX xx, 2015**.

The Court will hold a hearing on **XXXX xx, 2015 at xx:xx a.m.** to consider whether to approve the Settlements 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.

For More Information:

1-800-xxx-xxxx www.CRTclaims.com

Text: "CRTclaims" to XXXXX (text messaging rates may apply)

PLEASE DO NOT CONTACT THE COURT

EXHIBIT C

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

CATHODE RAY TUBE (CRT) CONSUMER CLAIM FORM
Deadline for Submission is xxxxxx, 2015

GENERAL INSTRUCTIONS

To get a payment from these settlements totaling \$563 million, complete all four parts this Claim Form **OR** you may submit your claim online at **www.CRTclaims.com**. It is expected that at least \$25.00 will be paid to each eligible Class Member who submits a valid Claim Form. Your claim must be submitted online by, or mailed and postmarked by, **XXXX, 2015**.

Consumers (individual or business) in 21 states and the District of Columbia who indirectly purchased Cathode Ray Tubes (CRT) Products are eligible to receive payment from the Settlements. CRT Products include CRTs and products containing CRTs, such as televisions and computer monitors. "Indirectly" means that you did not buy directly from the manufacturer; instead you purchased the CRT Product from a retail store, supplier, or someone other than the manufacturer of the CRT Product.

You must answer the Eligibility Questions below, by checking the appropriate boxes, to see if you are eligible.

Important Eligibility Note: Sony® branded televisions and monitors are NOT eligible to be included in this case. All other brands of CRT televisions and monitors are eligible.

PART 1: ELIGIBILITY QUESTIONS

1. Did you purchase a CRT Product for your own use and not for resale in the following states:

- a. Arizona, California, Florida, Iowa, Kansas, Maine, Michigan, Minnesota, Mississippi, New Mexico, New York, North Carolina, North Dakota, South Dakota, Tennessee, Vermont, West Virginia, Wisconsin or the District of Columbia, between **March 1, 1995, and November 25, 2007?**

Yes No

- b. Hawaii between **June 25, 2002, and November 25, 2007?**

Yes No

- c. Nebraska between **July 20, 2002, and November 25, 2007?**

Yes No

- d. Nevada between **February 4, 1999, and November 25, 2007?**

Yes No

2. Did you purchase a CRT Product from a retail store or someone other than the manufacturer of the CRT Product?

For example, if you purchased a CRT television or computer monitor from a retailer like Best Buy or a computer

manufacturer like Dell, then your answer should be “Yes.” If you made no purchases from a retailer or other supplier and you only purchased a CRT television or computer monitor directly from a manufacturer of CRT Products, then your answer should be “No.”

Yes No

You are eligible for payment only if you answered “Yes” for at least one state listed in Question 1 subparts (a), (b), (c) or (d), AND Question 2. To get a payment you must submit your Claim Form online at www.CRTclaims.com or complete Parts 1, 2, 3 and 4 of this Claim Form and mail it to: CRT Claims, c/o The Notice Company, P.O. Box XX, Hingham, MA 02043.

If you have questions about your eligibility to participate or on how the Settlement Fund will be distributed, you should review the Class Notice and other documents at the website. You may also call 1-XXX-XXX-XXXX if you have any questions.

PART 2: PURCHASE INFORMATION

In order to make a valid claim, you must have purchased your CRT Product(s) in an eligible state during the specified time frames (“Claims Periods”). The Claims Period for the eligible states is between March 1, 1995, and November 25, 2007, except for purchases in Hawaii, Nebraska, and Nevada which have slightly shorter Claims Periods.

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

Enter the total number of CRT Products you purchased between **March 1, 1995, and November 25, 2007** (see modified class period dates above for purchases made in Hawaii, Nebraska, or Nevada). **Only include qualifying products for which you answered “Yes” to the Eligibility Questions in Part 1:**

Provide the total number of CRT Products purchased during the Claims Periods. For example, if you bought 3 computer monitors, write “3” in the corresponding space.	
Product Type	Number Purchased
Standard CRT Television (screen size less than 30 inches):	_____ purchased
Large CRT Television (screen size 30 inches or larger):	_____ purchased
CRT Computer Monitor:	_____ purchased
Other CRT Product(s) (please specify): _____	_____ purchased
(Attach additional page(s) if necessary.)	

Important Notes:

All claims are subject to audit and large claims will require verification

Sony® branded televisions and monitors are **NOT eligible to be included in this case**

All claimants should keep any proof of purchase

Type or print neatly in blue or black ink.

Last Name First Name

Entity/Business Name

Person to contact if there are questions regarding this claim:

Specify one of the following:

Individual Business (1-10 Employees) Business (11-50 Employees) Business (Greater than 50 Employees)

Mailing Address: Number and Street or P.O. Box

City State Zip Code

Telephone Number (Day) Email Address

Individuals: Provide the last 4 digits of your Social Security Number:
Date of Birth (Month and Year):

X	X	X	-	X	X				
			/	X	X	/			

Businesses: Provide your Federal Taxpayer Identification Number:
Date of Formation or Incorporation:

		-							
		/			/				

PART 4: 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.

Signature

____/____/____
Date (MM/DD/YY)

Print Name

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

Claims may be audited and any false or fraudulent claim is subject to prosecution.

REMINDER				
<p>Please make sure that you:</p> <ol style="list-style-type: none"> 1. Complete all four parts of this Claim Form; 2. Sign and date the Claim Form; 3. Submit your Claim Form on or before XXXXXX, 2015, online or by mail to: <table style="margin-left: 40px;"> <tr> <td style="text-align: center;">www.CRTclaims.com</td> <td style="text-align: center;">OR</td> <td style="text-align: center;"> CRT Claims c/o The Notice Company P.O. Box xxx Hingham, MA 02043 </td> </tr> </table> 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. 		www.CRTclaims.com	OR	CRT Claims c/o The Notice Company P.O. Box xxx Hingham, MA 02043
www.CRTclaims.com	OR	CRT Claims c/o The Notice Company P.O. Box xxx Hingham, MA 02043		