

CATHODE RAY TUBE Antitrust Litigation

BACKGROUND:

From at least March 1, 1995 through November 25, 2007, Plaintiffs allege that in order to maintain price stability and increase profitability of pricing in the Cathode Ray Tube, or "CRT" market, defendants conspired, combined and contracted to fix, raise, maintain, and stabilize the price at which CRT Products were sold in the United States.

SETTLEMENT:

WHO IS ELIGIBLE?:

All persons and entities who, between March 1, 1995 and November 25, 2007, directly purchased a CRT Product in the United States from any defendant or any subsidiary or affiliate thereof, or any co-conspirator. Excluded from the Class are defendants; their parent companies, subsidiaries, and affiliates, any co-conspirators, all governmental entities, and any judges or justices assigned to hear any aspect of this action.

DEFENDANTS:

LG Electronics, Inc., LG Electronics U.S.A., Inc., LG Electronics Taiwan Taipei Co., Ltd, Koninklijke Philips Electronics N.V., Philips Electronics North America Corporation, Philips Electronics Industries (Taiwan), Ltd., Philips da Amazonia Industrie Electronica Ltda., LP Displays International, Ltd. f/k/a LG.Philips Displays, Samsung Electronics Co., Ltd., Samsung Electronics America, Inc., Samsung SDI Co. Ltd., Samsung SDI America, Inc., Samsung SDI Mexico S.A. de C.V., Samsung SDI Brasil Ltda., Shenzhen Samsung SDI Co. Ltd., Tianjin Samsung SDI Co. Ltd., Samsung SDI Malaysia Sdn. Bhd., Toshiba Corporation, Toshiba America, Inc., Toshiba America Consumer Products, LLC., Toshiba America Information Systems, Inc., Toshiba

America Electronics Components, Inc., Panasonic Corporation f/k/a Matsushita Electric Industrial, Ltd., Panasonic Corporation of North America, MT Picture Display Co., Ltd., Beijing-Matsushita Color CRT Company, Ltd. (BMCC), Hitachi, Ltd., Hitachi Displays, Ltd., Hitachi Electronic Devices (USA), Inc., Hitachi America, Ltd., Hitachi Asia, Ltd., Tatung Company of America, Inc., Chunghwa Picture Tubes Ltd., Chunghwa Picture Tubes (Malaysia) Sdn. Bhd., IRICO Group Corporation, IRICO Display Devices Co., Ltd., IRICO Group Electronics Co., Ltd., Thai CRT Company, Ltd., Daewoo Electronics Corporation f/k/a Daewoo Electronics Company, Ltd., Daewoo International Corporation, Irico Group Corporation, Irico Group Electronics Co., Ltd., and Irico Display Devices Co., Ltd..

CATHODE RAY TUBES:

Cathode Ray Tubes of any type (e.g. color display tubes, color picture tubes and monochrome display tubes) and finished products which contain Cathode Ray Tubes, such as Televisions and Computer Monitors.

DEADLINE:

Not yet established.

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On this, the _____ day of _____, 20____, _____,
(Business Name)

and its affiliates, located at _____,
(Address)

("Client) and J.E. Lawrence & Co. ("JEL-CRS") agree as follows with respect to any recoveries made related to an antitrust class action involving the purchase of cathode ray tube products pending in the United States District Court, Northern District of California, San Francisco division.

Range of Agency Relationship: The Client appoints JEL-CRS as exclusive recovery agent with full assignment authority to prepare and submit Client's present and subsequent claims related to the settlement(s).

Responsibilities: JEL-CRS agrees to make all reasonable efforts to file complete and accurate claims, and to secure payment of the claims on behalf of the Client. The Client has been informed of its right to file claims on its own behalf, but has decided to hire JEL-CRS to file any and all claims for settlement.

Consent to Attain Records: The Client hereby authorizes JEL-CRS to request, gather and/or copy all necessary documentation to complete all claims.

Roles: The parties understand and agree that with respect to JEL-CRS's duties and authority: (a) JEL-CRS is not providing the Client with legal representation and is not practicing law; (b) JEL-CRS will only investigate, collect, and submit documentation concerning the Client's claims for settlement.

Construction and Jurisdiction: This Agreement shall be construed in accordance with the laws of the State of New York as an agreement executed and to be performed entirely therein without references to principals of conflict of law. The parties agree hereby to submit any disputes hereunder to the jurisdiction of the courts of New York State.

Compensation, Distribution and Payment: In consideration of the performance of the duties set forth above, the Client agrees to pay JEL-CRS a contingency fee of thirty percent (30%) of all proceeds received as payment for each and every claim filed pursuant to and arising from any settlement(s) reached in the above referenced litigation. JEL-CRS is only entitled to compensation if it is successful in recovering a refund for the Client. The Client agrees that any and all proceeds shall be paid directly to JEL-CRS by the claims administrator. JEL-CRS will deposit said proceeds into its bank account, and disburse to the Client its recovery less JEL-CRS's compensation.

Confidentiality: The information about the Client which is provided by the Client, or is obtained by JEL-CRS through the Client pursuant to this Agreement, is the confidential and proprietary information of the Client. JEL-CRS will use such information solely for the purpose of filing claims on behalf of the Client in this and all related class action settlements, and not for any other purpose. Following the completion of the claims process and upon payment for services rendered, JEL-CRS will destroy any and all information about the Client except for one archival copy that it may keep for its records.

Multiple Entities and Locations (if applicable): This Agreement covers the Client and all of its subsidiaries, affiliates, and related entities and locations, described in part in Multiple Locations Form.

The parties hereto have read, acknowledge, accept and agree to the terms & conditions of this Agreement. By signing this document you are attesting to the fact that you have the authority to enter into this Agreement.

J.E. Lawrence & Co.

(Authorized Signature)

(Account Executive Signature)

(J.E. Lawrence & Co. Authorized Signature)

(Authorized—Print name)

(Account Executive—Print name)

(J.E. Lawrence & Co.—Print name)

(Tax ID #)

Please sign then fax to 866-221-4719 or email info@jelcrs.com

Fax

To: _____ From: 866-221-4719

Fax: _____ Pages: _____

Phone: _____ Date: _____

Re: Cathode Ray Tube Antitrust Litigation

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

Following please find the Agreement we discussed regarding the Cathode Ray Tube Antitrust Litigation. Please review and sign the agreement where indicated.

Please then fax the executed agreement back to the number above. We will begin preparing your claim immediately.

Should you have any questions or require additional assistance, please do not hesitate to contact me at extension _____.

Regards,