

SECTION 4: SCHEDULE OF QUALIFYING PURCHASES

Complete this section **ONLY** if you made a qualifying direct purchase of one or more cylindrical, prismatic, or polymer LITHIUM ION BATTERY CELLS, LITHIUM ION BATTERIES or LITHIUM ION BATTERY PRODUCTS from one of the entities listed below.

This section requests information on purchases during two separate time periods:

- **January 1, 2000, to April 30, 2002 (subsection 1); and**
- **May 1, 2002, to May 31, 2011 (subsection 2).**

1. Enter the number of unit purchases (e.g., number of battery packs, camcorders, etc.) by product in the column(s) that reflect the entities from which you purchased during the period of **January 1, 2000, to April 30, 2002.**

	LG ¹	Hitachi ²	NEC ³	Panasonic ⁴	Samsung ⁵	SANYO ⁶	Sony ⁷	TOKIN ⁸	Toshiba ⁹
Lithium Ion Battery Cells									
<i>Cylindrical</i>									
<i>Prismatic</i>									
<i>Polymer</i>									
Lithium Ion Battery Products/ Battery Packs									
<i>Camcorders or Camcorder Packs or Replacement Batteries</i>									
<i>Cellular Phones or Cellular Phone Packs or Replacement Batteries</i>									
<i>Digital Cameras or Digital Camera Packs or Replacement Batteries – Single Lens Reflex (SLR)</i>									

¹ “LG” means LG Chem, Ltd.; LG Chem America, Inc.; LG Electronics USA, Inc.; LG Electronics, Inc.; or other LG subsidiaries or affiliates.
² “Hitachi” means Hitachi Maxell, Ltd.; Maxell Corporation of America; Hitachi Ltd.; Hitachi Electronic Devices (USA), Inc.; Hitachi America, Ltd.; or other Hitachi subsidiaries or affiliates.
³ “NEC” means NEC Corporation or any NEC subsidiaries or affiliates.
⁴ “Panasonic” means Panasonic Corporation, Panasonic Corporation of North America, or other Panasonic subsidiaries or affiliates.
⁵ “Samsung” means Samsung SDI Co. Ltd.; Samsung SDI America, Inc.; Samsung Electronics Co., Ltd.; Samsung Electronics America, Inc.; or other Samsung subsidiaries or affiliates.
⁶ “SANYO” means SANYO Electric Co., Ltd.; SANYO North America Corporation; or other SANYO subsidiaries or affiliates.
⁷ “Sony” means Sony Corporation, Sony Energy Devices Corporation, Sony Electronics Inc., Sony Corporation of America, or other Sony subsidiaries or affiliates.
⁸ “TOKIN” means TOKIN Corporation, formerly known as NEC TOKIN Corporation, or any TOKIN subsidiaries or affiliates.
⁹ “Toshiba” means Toshiba Corporation; Toshiba America, Inc.; Toshiba America Information Systems, Inc.; or other Toshiba subsidiaries or affiliates.

<i>Digital Cameras or Digital Camera Packs or Replacement Batteries – Other</i>									
<i>Digital Music Players or Digital Music Player Packs or Replacement Batteries</i>									
<i>Notebook PCs or Notebook PC Packs or Replacement Batteries</i>									
<i>Power Tools or Power Tool Packs or Replacement Batteries</i>									
<i>Other Products (describe)</i>									

2. Enter the number of unit purchases by product in the column(s) that reflect the entities from which you purchased during the period of **May 1, 2002, to May 31, 2011**

	LG	Hitachi	NEC	Panasonic	Samsung	SANYO	Sony	TOKIN	Toshiba
Lithium Ion Battery Cells									
<i>Cylindrical</i>									
<i>Prismatic</i>									
<i>Polymer</i>									
Lithium Ion Battery Products/ Battery Packs									
<i>Camcorders or Camcorder Packs or Replacement Batteries</i>									
<i>Cellular Phones or Cellular Phone Packs or Replacement Batteries</i>									
<i>Digital Cameras or Digital Camera Packs or Replacement Batteries – Single Lens Reflex (SLR)</i>									

<i>Digital Cameras or Digital Camera Packs or Replacement Batteries – Other</i>								
<i>Digital Music Players or Digital Music Player Packs or Replacement Batteries</i>								
<i>Notebook PCs or Notebook PC Packs or Replacement Batteries</i>								
<i>Power Tools or Power Tool Packs or Replacement Batteries</i>								
<i>Other Products (describe)</i>								

PART II

VERIFICATION OF CLAIM, ACCURACY, AND SUBMISSION TO JURISDICTION

By signing below, you are verifying that:

1. You have documentation to support your claim and agree to provide additional information to Class Counsel or the Settlement Administrator to support your claim if necessary;
2. You have not included purchases from Defendants with whom you have settled;
3. You have not assigned or transferred (or purported to assign or transfer) the claims for purchases you have included, and you know of no other person or entity having done so on your behalf;
4. You have provided proof of authority to act on claimant’s behalf if you are not the claimant;
5. The information provided in this Proof of Claim form is accurate and complete; and
6. You agree to submit to the jurisdiction of the District Court for the Northern District of California, where this action is pending, for purposes of resolving any issues related to or arising from your claim.

CERTIFICATION

I (We) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406 (a) (1)(c) of the Internal Revenue Code because: (a) I am (We are) exempt from backup withholding, or (b) I (We) have not been notified by the Internal Revenue Service that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the Internal Revenue Service has notified me (us) that I am (we are) no longer subject to backup withholding.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.

I (WE) DECLARE, UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA, THAT THE INFORMATION PROVIDED IN THIS PROOF OF CLAIM FORM IS TRUE AND CORRECT.

This certification was executed on the _____ of _____, 201____, in _____.
(day) (month) (city/state/country)

SIGNATURE OF CLAIMANT: (If this claim is being made on behalf of joint claimants, then each must sign.)

Signature:

Type/Print Name:

Company Name (if applicable):

Capacity of person signing, e.g., President:

Mail this completed Proof of Claim form (and any proof of authority, if applicable) to:

In re: Lithium Ion Batteries Antitrust Litigation
Settlement Administrator
P.O. Box 4098
Portland, OR 97208-4098

or complete and submit it online at www.BatteriesDirectPurchaserAntitrustSettlement.com. *Your claim may be processed more quickly if you submit it online.*

**ACCURATE PROCESSING OF CLAIMS MAY TAKE SIGNIFICANT TIME.
THANK YOU, IN ADVANCE, FOR YOUR PATIENCE.**

PART III: IMPORTANT INFORMATION
GENERAL INSTRUCTIONS

This Proof of Claim form must be completed and returned by Class Members who seek payment from the Settlements. It must be postmarked or submitted online no later than April 26, 2018. If you fail to meet the deadline or do not return the Proof of Claim form to the correct address, your claim may be rejected and you may be precluded from any recovery from the Settlements. Mail this completed Proof of Claim form to:

In re: Lithium Ion Batteries Antitrust Litigation
Settlement Administrator
P.O. Box 4098
Portland, OR 97208-4098

or complete and submit it online at **www.BatteriesDirectPurchaserAntitrustSettlement.com**. *Your claim may be processed more quickly if you submit it online.*

All inquiries regarding your claim should be made in writing to the Settlement Administrator at the address above.

Members of the Class who did not timely and validly request exclusion from the Settlement Classes will be bound by the judgments entered by the Court, regardless of whether they submit a Proof of Claim form.

DEFINITIONS

(A) **“Lithium Ion Batteries”** are cylindrical, prismatic, or polymer batteries that are rechargeable and use lithium ion technology. Lithium Ion Batteries are used in many consumer products, such as notebook computers, cellular phones, digital cameras, camcorders, power tools, and other devices.

(B) **“Lithium Ion Battery Cells”** are the main components of Lithium Ion Batteries. A cell includes the cathode, anode, and electrolyte. Individual or multiple cells are assembled or “packed” inside an enclosure. In some cases, certain protection circuitry is also added inside the enclosure. The assembled product, which is referred to as the “battery,” “pack,” or “module,” is placed inside a device to supply power. Global independent safety standards in place throughout the Class Period require Lithium Ion Battery Cells and Lithium Ion Batteries to be marked with each manufacturer’s name, trade name, or trademark and model designation.

(C) **“Lithium Ion Battery Products”** are products manufactured, marketed, and/or sold by Defendants, their divisions, subsidiaries, or affiliates that contain one or more Lithium Ion Battery Cells manufactured by Defendants. Lithium Ion Battery Products include notebook computers, cellular (mobile) phones, digital cameras, camcorders, power tools, and other devices.

(D) **“Class Period”** means January 1, 2000, through May 31, 2011. For the purposes of the Panasonic Settlement only, it means May 1, 2002, through May 31, 2011.

(E) **“Class”** means all persons and entities that purchased a Lithium Ion Battery or Lithium Ion Battery Product from any Defendant, or any division, subsidiary, or affiliate thereof, or any co-conspirator in the United States during the Class Period from January 1, 2000, through May 31, 2011. Excluded from the Class are Defendants, their parent companies, subsidiaries and affiliates, any co-conspirators, federal governmental entities and instrumentalities of the federal government, states and their subdivisions, agencies and instrumentalities, and any judge assigned to this case. For the purposes of the Panasonic Settlement only, the Class Period is from May 1, 2002, through May 31, 2011.

(F) **“Class Members”** means all qualifying direct purchasers who are members of the Settlement Classes who did not timely and validly elect to be excluded from the Settlement Classes certified by the Court for the purposes of the Settlements.

SCHEDULE OF QUALIFYING PURCHASES

For purposes of determining the *pro rata* allocation of the settlement funds, purchases of Lithium Ion Batteries and/or Lithium Ion Battery Products will be valued according to the relative value of the Lithium Ion Battery Cells contained in the particular products purchased by Class Members. This will be determined by the number of cylindrical cells, or equivalent (by capacity) prismatic or polymer cell, typically contained in particular finished products or battery packs. For example, laptop computers typically contained 6 (six) cylindrical cells.

Camcorders typically contained 4 (four) cylindrical cells. Cell Phones and Digital Cameras typically contained one prismatic cell of approximately one half the capacity and price of a typical cylindrical cell. These will count as one half of a cylindrical cell. If a Class Member purchased batteries or packs, or other products, they will be valued according to the number of cylindrical cells, or equivalent (by capacity) prismatic or polymer cells, they contained. The resulting amounts will be multiplied by the Net Settlement Fund (total settlements minus all costs, attorneys' fees, and expenses) to determine each claimant's *pro rata* share of the settlement funds.

Report separately purchases of Lithium Ion Battery Cells, Lithium Ion Batteries, and Lithium Ion Battery Products made directly from any Defendant or subsidiary thereof (listed in Part I, Section 4) during the Class Period. **In order to qualify as a claim, your purchase(s) must have been billed to and/or shipped to a location in the United States.** Foreign transactions where billing and shipping took place outside of the U.S. do not qualify.

In Part I, Section 3, indicate whether you have entered into any settlement agreements with the listed entities by checking the box next to each entity. **If you entered into a settlement with a Defendant, your Proof of Claim form should not include purchases from that Defendant.** For example, if Class Member A purchased 10,000 Lithium Ion Battery Cells from Defendant 1 and entered into a settlement with Defendant 1, those 10,000 Lithium Ion Battery Cells should not be included as part of Class Member A's claim. Also, do not include claims for purchases you assigned or transferred.

In Part I, Section 4, enter your qualifying units of **LITHIUM ION BATTERY CELL** purchases during the Class Period made directly from the entities indicated in each column. For example, if you purchased a Cellular Phone from Samsung and two Notebook PCs from Sony, enter one (1) unit in the Samsung column and two (2) units in the Sony column. *If you did not purchase Lithium Ion Battery Cells, Lithium Ion Batteries, or Lithium Ion Battery Products from one of these entities during the Class Period, or if you settled with a particular Defendant in connection with your Lithium Ion Battery Cells, Lithium Ion Batteries, or Lithium Ion Battery Products, or assigned or transferred your claim, leave the units entries blank for the corresponding group of entities.*

Failure to include all purchases will reduce the amount of your payment. You **DO NOT** need to attach documentation. However, you must keep copies of your purchase order(s), invoice(s), or other documentation of your purchase(s) in case verification of your claim is necessary.