

**DISTRIBUTION PROTOCOL  
IN THE MATTER OF THE CATHODE RAY TUBES (CRT) CLASS ACTION  
SETTLEMENTS**

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## **GENERAL PRINCIPLES OF THE ADMINISTRATION**

1. The procedures set forth herein are intended to govern the administration of the settlement agreements entered into in the Canadian CRT price-fixing class action (the “Settlement Agreements”).
2. The administration shall:
  - (a) implement and conform to the Settlement Agreements, orders of the Courts and this Distribution Protocol;
  - (b) include the establishment and maintenance of the Settlement Website;
  - (c) employ secure, paperless, web-based systems with electronic registration and record keeping wherever possible;
  - (d) rely on the CRT Products sales information provided by the Defendants wherever possible; and
  - (e) be bilingual in all respects.
3. Excluded Persons as defined in the Settlement Agreements are not entitled to the payment of settlement benefits under this Distribution Protocol.
4. Settlement Class Members seeking compensation must disclose and give credit for any compensation received through other proceedings or private out-of-class settlements in relation to their CRT Purchases, unless by such proceedings or private out-of-class settlements the Settlement Class Member's claim was released in its entirety, in which case the Settlement Class Member shall be deemed ineligible for any further compensation.

## DEFINITIONS

5. The definitions set out in the Settlement Agreements apply to and are incorporated herein. Where a term is defined in both the Settlement Agreements and in this Distribution Protocol, the definition in this Distribution Protocol shall govern.
6. For the purpose of this Distribution Protocol:
  - (a) ***Claim Form*** means the paper or electronic form that a Settlement Class Member must complete and submit before the Claims Filing Deadline in order to be considered for settlement benefits under this Distribution Protocol.
  - (b) ***Claims Filing Deadline*** means the date by which Claim Forms (and any required supporting documentation) must be postmarked or electronically submitted in order for Settlement Class Members to be considered for settlement benefits under this Distribution Protocol, which date shall be four (4) months after the first publication of the notice advising Settlement Class Members of the claims process.
  - (c) ***CRT*** means colour picture tubes (CPT) and colour display tubes (CDT) purchased for inclusion in televisions or computer monitors.
  - (d) ***CRT Products*** means CRTs, televisions containing CRTs, and computer monitors containing CRTs.
  - (e) ***CRT Purchases*** means the aggregate amount actually paid by Settlement Class Members for CRT Products purchased in Canada between March 1, 1995 and November 25, 2007, less any rebates or other form of discounts (such as off-invoice, bill-back or scan-back trade promotion payments), delivery or shipping charges, and taxes.

- (f) **Decision Notice** shall have the meaning attributed to it in paragraph 46.
- (g) **Net Settlement Amounts** mean the aggregate of the Settlement Amounts recovered pursuant to the Settlement Agreements, plus any costs awards and accrued interest after payment of Class Counsel Fees as approved by the Courts and after deduction of the Administration Expenses and all taxes (including interest and penalties) accruable with respect to the income earned by the Settlement Amounts.
- (h) **Notional Entitlement** means the value of the Settlement Class Member's claim for the purposes of determining the Settlement Class Member's *pro rata* share of the Net Settlement Amounts, calculated by the Claims Administrator in accordance with paragraphs 7 to 16 below.
- (i) **Online Claim Portal** means a web-based portal created and maintained by the Claims Administrator in accordance with paragraphs 31 to 34 of this Distribution Protocol.
- (j) **Settlement Agreements** has the meaning attributed to it in paragraph 1.
- (k) **Settlement Website** means the website maintained by or on behalf of the Claims Administrator for the purposes of providing Settlement Class Members with information on the Settlement Agreements, the Distribution Protocol, and the claims process, and access to the Online Claim Portal.

## **DISTRIBUTION OF NET SETTLEMENT FUNDS**

### **Calculation of Payments**

7. The Net Settlement Funds will be distributed to qualifying Settlement Class Members *pro rata* (proportionally) based on the value of the qualifying Settlement Class Member's

Notional Entitlement as against the value of all qualifying Settlement Class Members' Notional Entitlement.

8. For the purposes of the *pro rata* distribution, a Settlement Class Member's Notional Entitlement will be calculated based on:
  - (a) the Settlement Class Member's CRT Purchases (see paragraphs 9 to 12);
  - (b) the value of the CRT within the CRT Product (see paragraph 13); and
  - (c) the categorization of the Settlement Class Member (see paragraphs 14 to 16).

(a) The Settlement Class Member's CRT Purchases

9. Where a Settlement Class Member agrees with the purchase information provided by the Defendants or provides proof of purchase in accordance with paragraphs 41(a) or 41(b), the Settlement Class Member's CRT Purchases shall be calculated based on such information.
10. Where a Settlement Class Member purchased CRT Products in a foreign currency, the value of the CRT Products will be converted to CAD from the original currency at the average Bank of Canada rate between March 1, 1995 and November 25, 2007.
11. Where a Settlement Class Member provides proof of purchase in accordance with paragraphs 41(c) or claims for undocumented purchases in accordance with paragraph 28, the Settlement Class Member's CRT Purchases shall be calculated using the following values:
  - (a) Small CRT televisions (screen <30", measured diagonally) will be valued at \$500;
  - (b) Large CRT televisions (screen ≥30", measured diagonally) will be valued at \$1620; and

(c) CRT monitors will be valued at \$320.

12. Where a Settlement Class Member provides proof of purchase of a bundle of products (i.e., a desktop computer) that includes a CRT monitor, and the proof of purchase does not provide a specified cost for the CRT monitor, the CRT monitor will be valued at \$320.

(b) The Value of the CRT within the CRT Product

13. The following values will be applied in order to account for the value of the CRT within the CRT Product, and the stronger liability and damages case for CRTs used in monitors:

- (a) CRT Purchases that are attributable to CRT will be valued at 100%;
- (b) CRT Purchases that are attributable to small CRT televisions (screen <30", measured diagonally) will be valued at 50%;
- (c) CRT Purchases that are attributable to large CRT televisions (screen  $\geq$ 30", measured diagonally) will be valued at 75%; and
- (d) CRT Purchases that are attributable to CRT monitors will be valued at 85%.

(c) The Categorization of the Settlement Class Member

14. Settlement Class Members will be categorized into the following purchaser groups based on their position in the distribution chain:

- (a) ***Direct Purchaser End User*** means a Settlement Class Member in respect of purchases of CRT Products for its own use and not for commercial resale direct from a Defendant or an entity related to a Defendant;
- (b) ***Direct Purchaser Reseller*** means a Settlement Class Member in respect of purchases of CRT Products for commercial resale direct from a Defendant or an entity related to a Defendant;

- (c) ***Other End User*** means a Settlement Class Member in respect of purchases of CRT Products for its own use and not for commercial resale, from an entity that is not a Defendant or related to a Defendant; and
  - (d) ***Other Reseller*** means a Settlement Class Member in respect of purchases of CRT Products for commercial resale, from an entity that is not a Defendant or related to a Defendant.
15. Settlement Class Members may fall into more than one category.
16. The following values will be applied in order to account for the categorization of the Settlement Class Member:
- (a) CRT Purchases made in the capacity of a Direct Purchaser End User will be valued at 100%;
  - (b) CRT Purchases made in the capacity of a Direct Purchaser Reseller will be valued at 25%;
  - (c) CRT Purchases made in the capacity of an Other End User will be valued at 80%;  
and
  - (d) CRT Purchases made in the capacity of an Other Reseller will be valued at 15%.

**Sample Calculation**

17. If a Direct Purchaser Reseller purchased \$100,000 worth of small CRT televisions, its Notional Entitlement for the purpose of determining its *prorata* share of the Net Settlement Amount would be calculated as follows:

$\$100,000$  (representing the CRT Purchases)  $\times .5$  (representing the value of the CRT within the CRT Product)  $\times .25$  (representing the categorization of the Settlement Class Member) =  $\$12,500$ .

18. Assuming the value of all qualifying Settlement Class Members' Notional Entitlement totalled  $\$10$  million, this Settlement Class Member would be entitled to 0.125% ( $\$12,500/\$10$  million) of the Net Settlement Funds.

### **Minimum Payment**

19. Subject to further directions of the Ontario Court, all Eligible Settlement Class Members will receive a minimum payment of  $\$20$ . The  $\$20$  valuation target is not an estimate of any damages suffered. It is a minimum administrative threshold designed to maintain a feasible economic and administrative platform for the settlement distribution.

### **Directions from the Ontario Court**

20. In consultation with Class Counsel, the Claims Administrator can seek directions from the Ontario Court with respect to the distribution of the Net Settlement Funds to ensure a fair and cost effective distribution of the Net Settlement Funds.

## **THE CLAIMS PROCESS**

### **Contents of the Claim Form**

21. The Claim Form shall require Settlement Class Members to provide the following:
- (a) name and contact information;
  - (b) the purchase information described in paragraphs 23 to 28 below, as applicable;
  - (c) information that will allow the Claims Administrator to determine the categorization of the Settlement Class Member in accordance with paragraph 14;

- (d) disclosure about whether the Settlement Class Member or any entity related to the Settlement Class Member has received compensation through other proceedings or private out-of-class settlements and/or provided a release in respect of any of the Settlement Class Member's purchases of CRT Products, and provide details of the compensation received and the claims released;
  - (e) authorization to the Claims Administrator to contact the Settlement Class Member or its representative, as the Claims Administrator deems appropriate for more information and/or to audit the Claim Form;
  - (f) a declaration that the information submitted in the Claim Form is true and correct; and
  - (g) if the Claim Form is submitted by a third-party on behalf of a Settlement Class Member (including a parent company claiming on behalf of a subsidiary or affiliate), the third-party must provide a signed statement from that Settlement Class Member at the time the Claim Form is filed authorizing the third-party to file the Claim Form on its behalf.
22. The Claim Form will contain an option for Settlement Class Members to consent to the Claims Administrator retaining the information provided in the Claim Form for the purpose of filing a future claim in other electronic component price-fixing class actions, including consent to receiving correspondence and/or notices relating to other electronic component price-fixing class actions by email or direct mail.

**Purchase Information Required as Part of a Claim Form**

Settlement Class Members relying on Defendant sales data

23. Where the Defendants have provided sales information in respect of a Settlement Class Member, the fields in the Online Claim Portal relating to the Settlement Class Member's

CRT Purchases shall be automatically populated with the sales information provided by the Defendants.

24. The Settlement Class Member will be given the opportunity to agree with the purchase information provided by the Defendants. Where the Settlement Class Member agrees with the purchase information provided by the Defendants, the Settlement Class Member must provide a declaration attesting to its CRT Purchases broken down by type of CRT Product and no other proof of purchase is required.

Settlement Class Members claiming for purchases not substantiated by Defendant sales data

25. Subject to paragraph 28, where the Defendants have not provided sales information in respect of a Settlement Class Member and/or the Settlement Class Member is claiming for purchases of CRT Products in addition to those substantiated by the Defendants' data, the Settlement Class Member must provide a declaration attesting to its CRT Purchases broken down by type of CRT Product.
26. Where a Settlement Class Member has purchase records for CRT Purchases for at least two years between March 1, 1995 and November 25, 2007, or a Defendant provided purchase information in respect of a Settlement Class Member for at least two years between March 1, 1995 and November 25, 2007, the Settlement Class Member can use such records to extrapolate its CRT Purchases for the remainder of the period between March 1, 1995 and November 25, 2007.
27. If the Settlement Class Member is audited, it will be required to provide proof of purchase in accordance with paragraph 41 below.

Settlement Class Members Filing for Undocumented CRT Products

28. Settlement Class Members may file a Claim Form in respect of up to two undocumented CRT Product purchases. The Settlement Class Member must provide a declaration attesting to their purchases of CRT Products and identifying the type of CRT Product(s) purchased.

**Assistance in Filing a Claim Form**

29. Settlement Class Members can contact the Claims Administrator or Class Counsel, at no charge, with questions about how to complete a Claim Form.
30. Settlement Class Members may utilize third-party claims services, a lawyer of their own choosing, or similar services to file Claim Forms. If a Settlement Class Member chooses to use a third-party claims service, a lawyer of their own choosing, or similar services, the Settlement Class Members will be responsible for any and all expenses incurred in doing so.

**The Online Claim Portal**

31. The Claims Administrator shall create an Online Claim Portal that Settlement Class Members can access in order to file a Claim Form online and shall provide the necessary administration support to enable Settlement Class Members to do so.
32. The Online Claim Portal shall be accessible from the Settlement Website.
33. The Online Claim Portal shall contain fields that require the Settlement Class Member to provide all applicable information required as part of the Claim Form, in accordance with paragraphs 21 to 28 above.
34. The Claims Administrator shall develop procedures for tracking and recording in an electronic format the following information, as it is entered into the Online Claim Portal

or provided by Settlement Class Members who file hardcopy Claim Forms in accordance with paragraph 37 below:

- (a) names, addresses, and purchase data of the Settlement Class Members;
- (b) supporting documents provided by Settlement Class Members as part of the claims process; and
- (c) any other information that might be useful in the claims administration process.

### **The Process for Filing a Claim Form**

- 35. Settlement Class Members will be encouraged to complete and submit a Claim Form electronically using the Online Claim Portal. Subject to further order of the Ontario Court, Claim Forms must be submitted on the Online Claim Portal on or before the Claim Filing Deadline.
- 36. Where a Settlement Class Member has been identified by the Defendants, the Claims Administrator shall provide to the Settlement Class Member, in writing, by e-mail or regular mail, its personal user name and password to permit that Settlement Class Member access to the Online Claim Portal.
- 37. If a Settlement Class Member does not have internet access or is otherwise unable to submit a Claim Form using the Online Claim Portal, the Settlement Class Member can register over the telephone with the Claims Administrator and the Claims Administrator shall send the Settlement Class Member a hardcopy Claim Form by mail. Subject to paragraph 44 or further order of the Ontario Court, the completed and executed hardcopy Claim Form must be submitted to the Claims Administrator postmarked no later than the Claims Filing Deadline. Settlement Class Members who are corporate entities or who are

filing claims in respect of CRT Purchases exceeding \$25,000 must submit a Claim Form using the Online Claim Portal.

38. Members of a family residing at the same address must pool their CRT Purchases together and file a single “household” Claim Form. Persons under the age of 18 are not permitted to file a Claim Form. Settlement benefits payable in respect of a household Claim Form will be issued to the person filing the Claim Form on behalf of the household.

### **Audits**

39. Where the Settlement Class Member is filing for undocumented CRT Purchases pursuant to paragraph 28 or the Settlement Class Member agrees with sales information provided by a Defendant, the Settlement Class Member’s claim shall not be subject to an audit, unless the Claims Administrator suspects fraudulent activity.
40. Where the Settlement Class Member was not identified by Defendants and/or is claiming for additional purchases, the Claims Administrator shall audit:
  - (a) a random selection of at least 10% of claims; and
  - (b) claims representing the top 15% of claims (measured by Notional Entitlement).
41. The Claims Administrator shall notify the Settlement Class Member, by email or by regular mail, that the Settlement Class Member’s claim is the subject of an audit and the requirement to provide documentary proof in any of the following forms:
  - (a) invoices, receipts, delivery or packing slips, purchase records, historical accounting records, or comparable verification that is acceptable to the Claims Administrator.

- (b) a declaration attesting to the purchase and value of the purchase, together with a credit card statement, a bank statement, cancelled cheque, wire transfer confirmations, or comparable verification that is acceptable to the Claims Administrator.
  - (c) a declaration attesting to the purchase(s), together with proof of product registration, rebate documents that evidence the CRT Product purchased, warranty documents that evidence the CRT Product purchased, the serial number of the CRT Product(s) purchased, a repair invoice identifying the CRT Product(s), or comparable verification that is acceptable to the Claims Administrator.
  - (d) In addition, where a Settlement Class Member has extrapolated its purchase records in accordance with paragraph 26 above, the Settlement Class Member must provide a declaration explaining the basis for and calculation of the extrapolation of purchases.
42. At its sole discretion, the Claims Administrator can elect to audit any claim and can reject a claim, in whole or in part, where, in the Claims Administrator's view, the Settlement Class Member has submitted insufficient or false information or has otherwise engaged in fraudulent conduct.

**Deficiencies**

43. If the Claims Administrator finds that deficiencies exist in a Claim Form or other required information, the Claims Administrator shall notify the Settlement Class Member, by email or regular mail, of the deficiencies. The Claims Administrator shall allow the Settlement Class Member thirty (30) days from the date of such notice to correct the deficiencies. If the deficiencies are not corrected within the thirty (30) day

period, the Claims Administrator may reject the Claim Form. The Online Claim Portal shall be designed so as to minimize the possibility of deficient Claim Forms.

**Adjustments to Claims Process and Extension of the Claims Filing Deadline**

44. By agreement between the Claims Administrator and Class Counsel, the Claims Filing Deadline may be extended and the Claims Administrator may adjust the claims process. Class Counsel and the Claims Administrator shall agree to extend the Claims Filing Deadline and/or adjust the claims process if, in their opinions, doing so will not adversely affect the fair and efficient administration of the Net Settlement Funds and it is in the best interests of the Settlement Class Members to do so.

**Claims Administrator's Decision**

45. In respect of each Settlement Class Member who has filed a Claim Form in accordance with this Distribution Protocol, the Claims Administrator shall:
- (a) decide whether the Settlement Class Member is eligible to receive settlement benefits payable out of the Net Settlement Amounts in accordance with the Settlement Agreements, orders of the Courts and this Distribution Protocol;
  - (b) verify the Settlement Class Member's CRT Purchases;
  - (c) make a determination of the value of the Settlement Class Member's Notional Entitlement in accordance with the Settlement Agreements, orders of the Courts and this Distribution Protocol; and
  - (d) make a determination of the appropriate categorization of the Settlement Class Member in accordance with paragraph 14.
46. The Claims Administrator shall send to the Settlement Class Member, by email or regular mail, a decision as to the approval or rejection of the claim and the determination of the

Notional Entitlement and their categorization (the “Decision Notice”). Where the Claims Administrator has rejected all or part of a claim (or recategorized any purchases), the Claims Administrator shall include in the Decision Notice its grounds for rejecting or recategorizing all or part of the claim.

47. The Claims Administrator’s decision will be binding upon the Settlement Class Member, subject to the Settlement Class Member’s right to appeal, as outlined in paragraphs 48 to 55.

**Appeal of the Claims Administrator’s Decision**

48. The right to appeal is limited to circumstances where the value of the disputed Notional Entitlement is greater than \$100,000.
49. Appeals must be submitted within thirty (30) days from the date of the Decision Notice.
50. The following grounds shall not be grounds for appeal:
  - (a) the refusal of the Claims Administrator to accept a Claim Form postmarked or electronically submitted after the Claims Filing Deadline;
  - (b) the refusal of the Claims Administrator to accept a claim where the Settlement Class Member has not cooperated with the Claims Administrator in respect of any audit conducted by the Claims Administrator in respect of that Settlement Class Member’s claim; or
  - (c) the refusal of the Claims Administrator to accept a claim where the Settlement Class Member did not declare that the information submitted in the Claim Form is true and correct.

51. Appeals will be determined by the Ontario Court or a third-party designated by the Ontario Court.
52. Appeals will be on the basis of written submissions, supported by the documentation provided by the Settlement Class Member as part of the claims process. Settlement Class Members are not permitted to provide any new documentation as part of the appeal. Any new documentation provided as part of the appeal will not be provided to the Ontario Court or its designee for consideration.
53. The Claims Administrator must provide to the Ontario Court or its designee a copy of the documentation provided by the Settlement Class Member as a part of the claims process, the Decision Notice, and any other information that might be reasonably useful in the determination of the appeal, and make written submissions to the Ontario Court or its designee as is reasonably necessary.
54. Notwithstanding the foregoing, the Ontario Court or its designee, acting in its sole discretion, can request oral submissions (to be provided via teleconference or videoconference, as requested by the Ontario Court or its designee) from the Settlement Class Member and/or Claims Administrator.
55. The decision on the appeal is final and binding and shall not be subject to any further appeal or review whatsoever.

**Payment of Settlement Benefits**

56. As soon as practicable after the claims evaluations and any appeals are completed, the Claims Administrator shall report to Class Counsel the particulars of the proposed distribution to each eligible Settlement Class Member.

57. The Claims Administrator shall make arrangements to pay approved claims as expeditiously as possible. For individual claimants, payments will be made by e-transfer where an email address has been provided or cheque where no email address has been provided or the Settlement Class Member has made other arrangements with the Claims Administrator. For commercial claimants, payments will be issued by cheque.
58. To the extent that the full Net Settlement Amounts are not paid out due to uncashed e-transfers or cheques, residual interest or otherwise, subject to further Order of the Ontario Court, such monies shall be paid to One Laptop Per Child Canada if the amount is equal or less than \$10,000, less any amounts payable to the Quebec Fonds d'aide aux actions collectives, as calculated pursuant to paragraph 59. For distribution of any amount above \$10,000, further direction of the Ontario Court shall be sought.
59. The *cy pres* payments shall be less any amounts payable to the Fonds d'aide aux actions collectives, pursuant to section 42 of the *Act respecting the Fonds d'aide aux actions collectives*, CQLR c. F-3.2.0.1.1 and calculated in accordance with Article 1. (1°) of the Regulation respecting the percentage withheld by the *Fonds d'aide aux actions collectives*, R.S.Q. c. F-3.2.0.1.1, r. 2. For the purposes of calculating the amount payable to the *Fonds d'aide aux actions collectives*, 23.6%<sup>1</sup> of the *cy pres* payment will be notionally allocated to Quebec.

## **THE CLAIMS ADMINISTRATOR'S DUTIES AND RESPONSIBILITIES**

### **Supervisory Powers of the Ontario Court**

60. The Claims Administrator shall administer the Settlement Agreements and this Distribution Protocol under the ongoing authority and supervision of the Ontario Court.

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<sup>1</sup> 23.6% represents that portion of the Canadian population that resides in Quebec based on information from Statistics Canada's website.

### **Investment of Settlement Funds**

61. The Settlement Amounts shall be held in a guaranteed investment vehicle, liquid money market account or equivalent security with a rating equivalent to or better than that of a Canadian Schedule I bank (a bank listed in Schedule I of the *Bank Act*, SC 1991, c 46) held at a Canadian financial institution.

### **Communication, Languages and Translation**

62. Where a Claim Form is filed by a third-party claims agent or lawyer on behalf of a Settlement Class Member, unless the Settlement Class Member requests otherwise, all communications shall be made to the third-party claims agent or lawyer.
63. The Claims Administrator shall establish a toll-free number for calls from Canada.
64. The Claims Administrator shall dedicate sufficient personnel to respond to Settlement Class Members' inquiries in English or French, as the Settlement Class Member elects.
65. All written communications from the Claims Administrator to a Settlement Class Member shall be transmitted via email if an email address has been provided, or if an email address has not been provided, by regular mail.

### **Undeliverable Mail**

66. The Claims Administrator shall have no responsibility for locating Settlement Class Members for any mailing returned to the Claims Administrator as undeliverable.
67. The Claims Administrator shall have the discretion, but is not required, to reissue payments to Settlement Class Member returned as undeliverable under such policies and procedures as the Claims Administrator deems appropriate. Any costs associated with locating current address information for the Settlement Class Member shall be deducted from that Settlement Class Member's settlement benefits.

68. Where a Settlement Class Member who is entitled to payment of greater than \$20 requests an e-transfer be reissued, \$10 shall be deducted from that Settlement Class Member's settlement benefits representing the costs of reissuing payment. Where a Settlement Class Member who is entitled to payment of greater than \$20 requests a cheque be reissued, \$15 shall be deducted from that Settlement Class Member's settlement benefits representing the costs of reissuing payment. Subject to the sole discretion of the Claims Administrator, payments for \$20 will not be reissued.

#### **Fraudulent Claim Forms**

69. The Claims Administrator shall develop and implement processes to detect possible fraudulent conduct, including monitoring Claim Forms for unusual activity and multiple Claim Forms being filed from the same address and using the same serial number.

#### **Taxes**

70. The Claims Administrator shall take all reasonable steps to minimize the imposition of taxes upon the Net Settlement Funds and shall pay any taxes imposed on such monies out of the Net Settlement Funds.

#### **Reporting**

71. The Claims Administrator shall provide regular reports to Class Counsel regarding the administration.
72. The Claims Administrator shall provide any reports requested by the Courts.

#### **Preservation and Disposition of Claim Submissions**

73. Subject to paragraph 76, the Claims Administrator shall preserve, in hard copy or electronic form, as the Claims Administrator deems appropriate, Claim Forms, documents relating to the Claim Forms, and documents relating to the claims administration, including customer and sales information provided by the Defendants,

until two (2) years after all settlement monies or court awards have been paid out to Settlement Class Members, and at such time shall destroy such documents by shredding, deleting, or such other means as will render the materials permanently illegible.

**Assistance to the Claims Administrator**

74. The Claims Administrator shall have the discretion to enter into such contracts and obtain financial, accounting, and other expert assistance as are reasonably necessary in the implementation of the Settlement Agreements and this Distribution Protocol, provided that related expenses are paid out of the Claims Administrator's fees or approved by the Ontario Court in advance.

**Confidentiality**

75. All information received from the Defendants or the Settlement Class Members is collected, used, and retained by the Claims Administrator pursuant to the *Personal Information Protection and Electronic Documents Act*, SC 2000 c 5 for the purposes of administering the Settlement Agreements, including evaluating the Settlement Class Member's eligibility status under the Settlement Agreements. The information provided by the Settlement Class Member is strictly private and confidential and will not be disclosed without the express written consent of the Settlement Class Member, except in accordance with the Settlement Agreements, orders of the Courts and/or this Distribution Protocol.
76. If a Settlement Class Member consents, information respecting a Claim Form filed by that Settlement Class Member may be preserved and used by the Claims Administrator in the future administration of settlement agreements relating to alleged price-fixing of other electronic components. The information shall continue to be treated as strictly private and

confidential and subject to the protections of the *Personal Information Protection and Electronic Documents Act*, SC 2000 c 5.