

Court File No. 57293CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

DENNIS WONG and BRAD HAY

Plaintiffs

- and -

SONY CORPORATION and SONY OF CANADA LTD.

Defendants

Proceeding under the *Class Proceedings Act, 1992*, S.O. 1992, c. 6.

**QUEBEC SUPERIOR COURT
(CLASS ACTION)**

Court File No. 500-06-000928-055

CHRISTOPHER BECK

- Petitioner -

and

SONY DU CANADA Ltée

- Respondent -

SETTLEMENT AGREEMENT

TABLE OF CONTENTS

DEFINITIONS.....	3
SETTLEMENT BENEFITS	5
A. BENEFIT OPTION I	5
B. BENEFIT OPTION II	6
CLAIMS ADMINISTRATION.....	9
APPEAL OF CLAIMS	13
OPTING OUT.....	13
NOTICES.....	14
APPROVAL ORDERS.....	14
EFFECT OF NON-APPROVAL BY THE COURTS.....	15
RELEASE.....	16
CLASS COUNSEL LEGAL FEES AND EXPENSES.....	17
ENTIRE AGREEMENT.....	18
ONGOING AUTHORITY.....	18
APPLICABLE LAW	19
NOTICES.....	19
EXECUTION AND PROCESSING OF SETTLEMENT AGREEMENT	20
LANGUAGE CLAUSE.....	20
COUNTERPARTS	21

Appendices A to D Follow:

Appendix A – Ontario Order certifying the Ontario National Action, defining the class, appointing representative plaintiffs and approving of the Notice of Certification and Settlement Approval Hearing

Appendix A1 – Full Notice of Certification and Settlement Approval Hearing

Appendix A2 – Summary Notice of Certification and Settlement Approval Hearing

Appendix A3 – Method of Disseminating the Notice of Certification and Settlement Approval Hearing

Appendix A4 – Claim Form

Appendix B – Quebec Order approving of the Notice of Certification and Settlement Approval Hearing

Appendix B1 – Full Notice of Certification and Settlement Approval Hearing

Appendix B2 – Summary Notice of Certification and Settlement Approval Hearing

Appendix B3 – Method of Disseminating the Notice of Certification and Settlement Approval Hearing

Appendix B4 – Claim Form

Appendix C – Ontario Order approving Settlement Agreement

Appendix D – Quebec Order approving Settlement Agreement

WHEREAS Actions have been commenced by the Plaintiffs in Ontario and Quebec that allege that, *inter alia*, the Defendants negligently designed and/or manufactured certain DVD players for sale in Canada;

WHEREAS on May 27, 2005, the Quebec Superior Court authorized a class action against Sony du Canada Ltée concerning DVD players with certain model numbers and notice was provided to the Quebec Class which permitted them to opt out by October 31, 2005;

WHEREAS the Defendants deny the allegations in the Actions;

WHEREAS based on the analyses of the facts and law applicable to the claims of the Plaintiffs, and having regard to the burdens and expense in conducting this litigation, including the risks and uncertainties associated with protracted trials and appeals, the Plaintiffs and their legal counsel have concluded that this Settlement Agreement provides substantial benefits to the Class Members and is fair, reasonable and in the best interests of the Class Members;

WHEREAS the Defendants, despite their denial of liability and the existence of good and valid defences to the Actions, have concluded that this Settlement Agreement is desirable in order to avoid the time and expense of defending against repetitive and protracted litigation, and to resolve completely the pending and potential claims of the Class Members;

WHEREAS the Plaintiffs and the Defendants intend that this Settlement Agreement be binding on all those in Canada who purchased or received as gifts, certain Sony DVD player models between January 1, 1998, and July 21, 2008;

WHEREAS the Plaintiffs and the Defendants intend that, except for the Quebec Class, certification for settlement purposes of a national class shall be sought in the Ontario Superior

Court of Justice based on the substantial connections of Ontario with the facts giving rise to the Actions referred to herein;

WHEREAS the Defendants enter into this Settlement Agreement on the basis that there will be a valid and binding national class for all original Canadian end-user consumers who purchased or received as a gift certain Sony DVD players and that all claims by all such persons or entities are included and will be satisfied by this Settlement Agreement, subject only to those who opt out in a timely manner in compliance with the procedures set forth herein for so doing and it is acknowledged that the Defendants would not have entered into this Settlement Agreement if not for the foregoing;

WHEREAS neither this Settlement Agreement nor any step taken to carry out this Settlement Agreement, nor any document relating to it is or may be construed or used as an admission by or against either Defendant of the truth of any allegations of liability; of the certifiability of the Ontario Action herein as a class action; or as a waiver of any applicable legal right or benefit, other than as expressly stated herein. This Settlement Agreement may not be construed or used as an admission by or against the Plaintiffs or the Class Members or as a waiver of any applicable legal right or benefit of the Plaintiffs or the Class Members other than as expressly stated herein. Further, neither this Settlement Agreement nor any document relating to, or action taken to carry out, this Settlement Agreement shall be offered, tendered or received in evidence in any action or proceeding against the Defendants, the Plaintiffs or the Class Members, or any of them, in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of the Settlement Agreement or to seek court approval of the Settlement Agreement in the manner as described below.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS AND RELEASES HEREIN CONTAINED, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

DEFINITIONS

1. The following words and phrases shall have the following meanings in this Settlement Agreement, including all of the appendices hereto:

- (a) "Actions" means Action No. 03-CV-249144CF commenced in the Ontario Superior Court of Justice, Action No. 57293CP commenced in the Ontario Superior Court of Justice (the "Ontario Action") and Action No. 500-06-000928-055 commenced in the Quebec Superior Court (the "Quebec Action");
- (b) "Class Counsel" means Siskinds LLP in Ontario ("Ontario Class Counsel") and Siskinds, Desmeules s.e.n.c.r.l. in Quebec ("Quebec Class Counsel");
- (c) "Class Members" means all original Canadian end user consumers who purchased or received as a gift a DVD Player (as defined below), specifically excluding any person or entity who purchased or acquired a DVD Player for resale, any person or entity who purchased or acquired a DVD Player for commercial use, any claims aggregators, any person or entity who claims to be an assignee of rights associated with any of the DVD Players, or any person or entity offering extended service plans in connection with the DVD Players;
- (d) "Court" means either the Ontario Superior Court of Justice ("Ontario Court") or Quebec Superior Court ("Quebec Court"), or collectively as the context requires;
- (e) "Defendants" means the defendants in the Ontario and Quebec Actions;

- (f) “DVD Player” means Sony DVD player models DVPF21S, DVPNS300, DVPNS315SM, DVPNS415, DVPNS315, DVPNS400D, DVPS330, DVPS530D, DVPS570D, DVPS360, DVPS550D, DVPS500D, DVPS560D, DVPC670D, and DVPNC600;
- (g) “Effective Date” means the earliest date by which all of the following have occurred: (1) this Settlement Agreement has been executed by all the Parties hereto; (2) the Ontario and Quebec judgment or approval orders have been issued and entered; and (3) the time to appeal the judgment or approval orders, if appeals lie, has expired, or all appeals, if any, from such judgment or approval orders have been exhausted;
- (h) “Ontario National Class” means all persons and legal entities located in Canada, except Quebec Class members, who:
 - (i) purchased a DVD Player from a vendor located in Canada for their own use and not for resale between January 1, 1998, and July 21, 2008, or
 - (ii) received as a gift a DVD Player purchased from a vendor located in Canada for their own use and not for resale between January 1, 1998, and the July 21, 2008.
- (i) “Parties” means collectively the Plaintiffs and the Defendants;
- (j) “Plaintiffs” means the plaintiffs in the Ontario Action and the petitioner in the Quebec Action;

- (k) "Quebec Class" means all persons who are residents of Quebec who, since June 1, 2000, procured for themselves or suffered problems with a numeric visual player of DVD laser discs distributed or sold by Sony of Canada Ltd., bearing one of the following model numbers: DVP-S360, DVP-S560D, DVP-S570D, DVP-C-670D, DVP-S330, DVP-S530D and DVP-NS400D;
- (l) "Settlement Agreement" means this Agreement, which shall apply to and resolve the Actions;
- (m) "Settlement Benefits" means the benefits provided for in paragraph 2 of this Agreement; and
- (n) "Sony" means Sony Corporation and Sony of Canada Ltd. or Sony du Canada Ltée.

SETTLEMENT BENEFITS

2. The Defendants shall provide benefits to eligible Class Members for all timely filed claims that are verified and accepted by Sony of Canada Ltd., in its discretion and in accordance with the terms of this Settlement Agreement and the appendices attached hereto.
3. Class Members who file a properly completed Claim Form and have a valid claim, as set out in paragraph 8 below, will be entitled to receive one, but not both, of the following:
 - A. **BENEFIT OPTION I**
Sony will reimburse the Class Member for out of pocket costs he/she incurred for SYSCON ROM chip repair or replacement for his/her DVD Player, provided that the Class Member submits: (i) proof of purchase of a DVD Player, pursuant to paragraph 4

below; and (ii) written proof of payment of a SYSCON ROM repair or replacement, and the repair or replacement occurred outside the applicable DVD Player limited warranty period but before the Effective Date. If Sony has a record of charging for such repair or replacement, Sony will automatically reimburse the Class Member, without proof of purchase and without proof of repair or replacement, within 60 days of the Effective Date.

B. BENEFIT OPTION II

Sony will provide a choice of either: (i) a CDN \$40 voucher good towards the purchase of any product offered at www.sonystyle.ca; or (ii) one refurbished Sony DVP-NS75HB DVD player with standard 90-day limited warranty, but not both, provided that the Class Member:

- a. submits proof of purchase of a DVD Player, pursuant to paragraph 4 below; and
- b. provides proof of purchase, pursuant to paragraph 4 below, of a replacement DVD player, of any brand, purchased before December 31, 2003 (a "Replacement DVD Player"); and
- c. attests, under penalty of perjury, that he or she had to replace his or her DVD Player due to one of the following performance symptoms: erroneous display of a "C:13:00" or "No Disk" message code, a "lip synch" problem, in which the audio and video playback are out of synch, picture freezing, chapter skipping, pixilation, overheating and spontaneous power down, or a mechanical malfunction that prevents a user from inserting or ejecting DVDs.

Class Members who registered their DVD Player or Replacement DVD Player (if it is a Sony product) with Sony and for whom Sony has record of such registration shall not be subject to the proof of purchase requirements in relation to that DVD Player or Replacement DVD Player. All CDN \$40 vouchers shall expire 120 days from the Claims Filing Deadline, as defined in paragraph 8 below. If the total cost of the merchandise a Class Member selects from www.sonymstyle.ca is less than CDN \$40, the Class Member may use the remaining balance of the voucher toward shipping costs, if any, of the merchandise purchased. Sony shall have the right and sole discretion to substitute the Sony DVP-NS75HB DVD player with a new or refurbished DVD player with equivalent or better features/capabilities. Shipments of the voucher or refurbished DVD player shall be made in 4-6 weeks following receipt of a properly completed and accepted Claim Form, but not prior to the Effective Date. Sony will pay for the costs to ship the vouchers and refurbished DVD players to Class Members.

4. Proof of purchase options under BENEFIT OPTION I and BENEFIT OPTION II for the DVD Player, and BENEFIT OPTION II for the Replacement DVD Player, shall be the following:
 - (a) a legible copy of original receipt;
 - (b) a legible copy of an invoice marked "paid", identifying the retail seller, the seller's address and the purchase;
 - (c) a legible copy of a cancelled cheque identifying the purchase;
 - (d) a legible copy of a credit card bill identifying the purchase;

- (e) a portion of the box originally holding the DVD Player identifying the player and model number;
 - (f) a portion of the box originally holding the Replacement DVD Player identifying the player and model number;
 - (g) a legible copy of shipping invoice identifying the DVD Player or the Replacement DVD Player;
 - (h) the DVD Player itself;
 - (i) the Replacement DVD Player itself; or
 - (j) a registered DVD Player or Replacement DVD Player with Sony.
5. For Replacement DVD Players, if the Class Member chooses options (f) or (i) of paragraph 4 above, then the Class Member must attest, under penalty of perjury, that the purchase occurred before December 31, 2003.
 6. Except as provided for in paragraph 11(c) below, all proofs of purchase, including the DVD Player itself and the Replacement DVD Player itself, sent to Sony pursuant to this Settlement Agreement will become the property of Sony.
 7. Class Members must submit all claims at the same time and must complete a Claim Form for each DVD Player and provide proof of purchase, pursuant to paragraph 4 above, for each DVD Player or Replacement DVD Player.
 8. To be eligible for the compensation hereunder, a Class Member must file a Claim Form together with all required supporting documentation as set out in the Claim Form within

120 days of the date of the first publication of the Notice of Certification and Settlement Approval Hearing (the "Claims Filing Deadline").

9. Sony of Canada Ltd. shall have the right to reject any claims that do not comply with the requirements set out herein.

CLAIMS ADMINISTRATION

10. Inquiries about the proceeding, the Settlement Agreement or the claim process will be directed to Sony of Canada Ltd. Sony of Canada Ltd. will develop the following procedures for responding to inquiries:
 - (a) Sony of Canada Ltd. will set up a dedicated toll-free number for Class Members to inquire about the proceedings, the Settlement Agreement and the claims process (the "Dedicated Toll-Free Number"). The Dedicated Toll-Free Number will be live and accessible as of the date of first newspaper publication of the Notice of Certification and Settlement Approval Hearing. The Dedicated Toll-Free Number will be operational until 14 days after the Claims Filing Deadline;
 - (b) Prior to making the Dedicated Toll-Free Number live and accessible, Sony of Canada Ltd. will assign certain customer services representatives to answer communications on the Dedicated Toll-Free Number and will provide the information contained in the Notice of Certification and Settlement Approval Hearing to these customer service representatives. Sony of Canada Ltd. will also prepare a "Question and Answer" page in a form agreed to by Class Counsel. The "Question and Answer" page will be used for training purposes and as a reference by customer service representatives, and will include information regarding the proceeding, the Settlement Agreement and Class Members' options with respect

to the Settlement Agreement. Customer service representatives will have available a Notice of Certification and Settlement Approval Hearing and Claim Form to distribute by mail to Class Members upon request;

- (c) Customer service representatives will be available to answer communications from Class Members on the Dedicated Toll-Free Number between 10 a.m. and 6 p.m. EST. French speaking representatives will be available to assist with the calls, when necessary;
- (d) Sony of Canada Ltd. will advise its customer service representatives who are responsible for answering communications on Sony of Canada Ltd.'s main support lines to transfer any Class Members who contact Sony of Canada Ltd. regarding a problem with a DVD Player to a customer service representative trained to respond to inquiries on the Dedicated Toll-Free Number and/or provide the Class Member with the Dedicated Toll-Free Number;
- (e) Sony of Canada Ltd. will maintain records of all written communications and emails with Class Members, and will make recordings of all telephone calls on the Dedicated Toll-Free Number. Upon Class Counsel's request, which may only be made within 60 days of the Claims Filing Deadline, Sony of Canada Ltd. will make available in an electronic form all such records to Class Counsel for Class Counsel's review; and
- (f) Class Counsel may, on notice to the Defendants, move for further directions from the Court if Class Counsel is of the opinion that Class Members are not receiving complete and proper information regarding the Settlement Agreement.

11. Claim Forms filed by Class Members will be received by Sony of Canada Ltd. Sony of Canada Ltd. shall process all claims received in a timely manner, as follows:
 - (a) Sony of Canada Ltd. will review each claim and decide whether the claim should be accepted or rejected;
 - (b) Sony of Canada Ltd. will maintain records of all written communications and emails with Class Members, and will make recordings of all telephone calls with Class Members. Upon Class Counsel's request, which may only be made within 60 days of the Claims Filing Deadline, Sony of Canada Ltd. will make available in an electronic form all such records to Class Counsel for Class Counsel's review;
 - (c) Sony of Canada Ltd. will provide Class Counsel with a report of all claims received and Sony of Canada Ltd.'s decision with respect to each claim ("Sony's Claim Decision") within 30 days of the Claims Filing Deadline. Where Sony of Canada Ltd. has rejected a claim, Class Counsel will review Sony's Claim Decision to determine whether, in Class Counsel's opinion, there were sufficient grounds for rejecting the claim. In the event that Class Counsel do not agree with the Sony of Canada Ltd.'s decision to reject a claim, Class Counsel will advise counsel for the Defendants and meet with them to try to resolve the issue. If they are unable to resolve the issue within 30 days of Class Counsel receiving Sony's Claim Decision, the Class Member will be notified of the rejection of the claim by Sony of Canada Ltd. and Class Counsel will apply to the Ontario Court or Quebec Court, as appropriate, as an appeal of the Class Member's claim. The Court's

judgment will be final and binding and shall not be subject to any further appeal or revision whatsoever.

- (d) In the event that a claim is rejected by Sony of Canada Ltd. and Class Counsel do not advise Sony of Canada Ltd. of any disagreement with respect to the rejection of the claim within 30 days of Class Counsel receiving Sony's Claim Decision, Sony of Canada Ltd. shall notify the Class Member of the rejection within 30 days thereafter, and shall, if requested by the Class Member, return the DVD Player or Replacement DVD Player, if provided to Sony of Canada Ltd., to the Class Member after the expiration of the appeal period referred to in paragraph 12 below, with shipping payable by the Class Member;
- (e) In the event that a claim is rejected by Sony of Canada Ltd. and Class Counsel advises counsel for the Defendants of their disagreement with Sony of Canada Ltd.'s decision to reject the claim and counsel for the Defendants and Class Counsel resolve the matter without applying to the Court as an appeal of the Class Member's claim and determine that there were sufficient grounds for rejecting the Class Member's claim, Sony of Canada Ltd. shall notify the Class Member of the rejection within 30 days of counsel for the Defendants and Class Counsel resolving the matter, and shall, if requested by the Class Member, return the DVD Player or Replacement DVD Player, if provided to Sony of Canada Ltd., to the Class Member after the expiration of the appeal period referred to in paragraph 12 below, with shipping payable by the Class Member;
- (f) In the event that a claim is approved, Sony of Canada Ltd. shall notify the Class Member of Sony of Canada Ltd.'s decision to approve the claim within 30 days of

the approval, but not before the Effective Date, and the settlement benefit shall accompany the notification.

APPEAL OF CLAIMS

12. A Class Member shall have 30 days from the date it receives notice, pursuant to paragraph 11(d) or (e) above, to appeal the rejection of a claim, by filing written submissions to Class Counsel and counsel for the Defendants, supported *only* by the documentation originally provided. In the event of an appeal, Class Counsel and counsel for the Defendants shall meet and try to resolve the issue. If they cannot resolve the issue within 30 days of receiving the written appeal pursuant hereto, the written appeal shall be forwarded to the Ontario Court or Quebec Court, as appropriate. The Court's judgment will be final and binding and shall not be subject to any further appeal or revision whatsoever.

OPTING OUT

13. Ontario National Class Members shall have the right to exclude themselves from this Settlement Agreement and the Ontario Action in accordance with the terms of the Notice of Certification and Settlement Approval Hearing, attached hereto as Appendix "A1". Class Members who elect to opt out shall provide clear written notice of their election to opt out to Class Counsel within 30 days of the date of the first publication of the Notice of Certification and Settlement Approval Hearing. Class Counsel will forward a copy of any such notices to counsel for the Defendants.
14. Class Members who opt out shall be excluded from the terms of the Settlement Agreement and from any and all rights and obligations under this Settlement Agreement. Class Members who do not opt out in the manner prescribed shall be deemed to have

elected to participate in this Settlement Agreement and shall be bound by this Settlement Agreement and all related Court orders, regardless of whether they receive any consideration or participate in the claims process.

NOTICES

15. Notice of the approval hearings in Ontario and Quebec shall be disseminated at least 30 days prior to the scheduled approval hearings and shall be in a form agreed to by the Defendants and Class Counsel and approved by each of the Ontario and Quebec Courts. Notice of the approval hearings shall be disseminated in accordance with Appendices "A3" and "B3". The Defendants shall pay the costs associated with disseminating said notice.

APPROVAL ORDERS

16. The Parties shall take all steps necessary to ensure that all approval Orders are sought in an expeditious manner from the Ontario Court and the Quebec Court.
17. An Order from the Ontario Court certifying the Ontario National Action, defining the class, appointing representative plaintiffs and approving of the Notice of Certification and Settlement Approval Hearing will be sought in the form attached to this Settlement Agreement as Appendix "A" and its attachments in the form attached as Appendices "A1", "A2", "A3" and "A4".
18. An Order from the Quebec Court approving of the Notice of Certification and Settlement Approval Hearing will be sought in the form attached to this Settlement Agreement as Appendix "B" and its attachments in the form attached as Appendices "B1", "B2", "B3" and "B4".

19. The Parties shall seek approval of this Settlement Agreement from the Ontario Court, in the form attached as Appendix "C" to this Settlement Agreement, and from the Quebec Court, in the form attached as Appendix "D" to this Settlement Agreement.

EFFECT OF NON-APPROVAL BY THE COURTS

20. If the Settlement Agreement is not approved by both the Ontario Court and the Quebec Court, then, at the option of the Defendants:
 - (a) The Settlement Agreement shall be null and void and shall have no force or effect, and no Party to the Settlement Agreement shall be bound by any of its terms except the terms of this paragraph and paragraph 1;
 - (b) The Settlement Agreement and all of its provisions and all negotiations, all documents and information exchanged in furtherance of settlement, and all statements and proceedings relating to it shall be without prejudice to the rights of the Defendants, the Ontario National Class, the Quebec Class and Class Counsel, all of whom shall be restored to their respective positions existing immediately before the Settlement Agreement;
 - (c) The Settlement Agreement, the fact of its negotiation and execution, the certification of the Ontario National Class and any approval of the Settlement Agreement by any Court shall not constitute any admission by the Defendants or be used against them for any purpose in this or in any other proceeding and without limiting the generality of the foregoing, this Settlement Agreement and the fact of its negotiation and execution and certification by a Court shall not constitute any admission or be used by anyone (whether or not a party to these proceedings) in an effort to establish any of the alleged facts, the jurisdiction of

the Canadian courts over any foreign party, or the certification of these or any other proceedings in any province; and

(d) Directions will be sought from the Court.

RELEASE

21. The Class Members, other than those who have previously opted out or who opt out in accordance herewith, personally and on behalf of their respective heirs, successors and assigns, and their affiliated, predecessor, successor and related companies, shall be deemed to have released and do hereby release and forever discharge all of the Defendants and each of their affiliated, predecessor, successor and related companies, and their respective past, present and future shareholders, directors, officers, employees and agents, including legal counsel, financial advisers, sales agents, sellers, manufacturers, contractors, subcontractors, distributors, resellers, integrators, customers and any other party (and the affiliates, predecessors, successors and companies related to any other party) from whom or through whom they obtained their DVD Player(s) or their system containing their DVD Player(s), from all claims, actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts, and all other liabilities of any kind arising from or relating to the claims alleged in respect of DVD Players.

22. The Plaintiffs and the Class Members further agree not to make any claims, or to commence or continue any proceedings against any other person, partnership, corporation or other entity of any kind who or that might claim contribution or indemnity or any other relief of a monetary, declaratory or injunctive nature from the Defendants in connection with the claims released in this Settlement Agreement. In the event that such a claim now

or hereafter is made, the Class Member that is a party thereto will indemnify the Defendants against any such liabilities arising out of those claims.

23. The approval orders shall finally and forever bar the claims of the Plaintiffs and of all Class Members that were asserted or could have been asserted in any court proceedings referred to in the preamble herein.
24. Nothing herein will limit or bar the Defendants' ability to seek compensation for any amounts paid to any Class Member pursuant hereto from third parties including, without limitation, from suppliers of materials and components used in the DVD Players.

CLASS COUNSEL LEGAL FEES AND EXPENSES

25. Subject to approval of the Courts, the Defendants shall pay the reasonable legal fees, disbursements, and taxes of Class Counsel, in the amount of CDN \$110,000, inclusive of GST and QST. This figure is inclusive of all past, current and future time and disbursements for all Class Counsel. The division of the payment among Class Counsel will be decided by Class Counsel. The Defendants shall pay this amount no later than 10 days after the Effective Date.
26. No Class Counsel, or anyone employed with Class Counsel, may directly or indirectly participate in or be involved in or in any way assist with respect to any action commenced by a Class Member who has opted out or with respect to any other action related to the claims which were or could have been asserted in the Actions. Moreover, no Class Counsel or anyone employed with Class Counsel may divulge any information obtained in the course of the proceedings referred to in the preamble herein or in the preparation thereof or related to the proceedings referred to in the preamble, to anyone for any purpose.

27. Except as required by law or by order of a court of competent jurisdiction or the terms of this Settlement Agreement, no Class Counsel or anyone employed by Class Counsel shall disclose any information regarding the negotiation and settlement of the Actions or this Settlement Agreement to anyone for any purpose.

ENTIRE AGREEMENT

28. This Settlement Agreement, together with the preambles and the attached appendices, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior understandings, representations, negotiations, discussions, and agreements, whether oral or written, which may have occurred prior hereto pertaining to the subject matter hereof. There are no other warranties or representations between the Parties in connection with the subject matter hereof except as specifically set forth herein and none have been relied upon by the Parties in entering into this Settlement Agreement.
29. All counsel of record represent that they are unaware of any other pending Canadian litigation involving the subject of this settlement and that they have the authority, on behalf of their respective clients, to execute, deliver and perform their obligations under this Settlement Agreement and confirm that this Settlement Agreement constitutes a legal and binding obligation.

ONGOING AUTHORITY

30. The Ontario Court and the Quebec Court will retain exclusive jurisdiction over the Actions and over all Parties named or described therein, including but not limited to all Class Members and the Defendants. The Ontario Court and the Quebec Court will retain exclusive jurisdiction over this Settlement Agreement, to ensure that all payments and

disbursements are properly made, and to interpret and enforce the terms, conditions and obligations of this Settlement Agreement except as provided for herein.

31. The Parties want this process to be efficient, rapid and cost effective and have therefore agreed that these claims will be administered on a national basis through a single protocol. It is the intention of the Parties that the Ontario Court, with the concurrence of the Quebec Court, shall adjudicate any matters arising from the implementation of the Settlement Agreement, other than appeals filed by Quebec Class Members.

APPLICABLE LAW

32. Except for the Quebec Class to which the laws of the Province of Quebec shall apply, the laws of the Province of Ontario shall apply to this Settlement Agreement. This Settlement Agreement constitutes a “transaction” within the meaning of Article 2631 of the *Quebec Civil Code*.

NOTICES

33. All communications to be provided pursuant to or in connection with this Settlement shall be in writing and shall be delivered personally or sent by registered mail or overnight delivery service, costs prepaid, to the Parties at the addresses set forth below, or to such other individuals and addresses as the Plaintiffs or the Defendants may designate in writing from time to time.

Siskinds ^{LLP}
Barristers & Solicitors
680 Waterloo Street
P.O. Box 2520
London, ON N6A 3V8

Charles Wright (LSUC#: 36599Q)
Tel: (519) 660-7753

Fax: (519) 672-6065
Lawyers for the Ontario National Class

Siskinds, Desmeules, s.e.n.c.r.l.
43 Rue Buade
Bureau 320
Québec City, Québec G1R 4A2

Claude Desmeules (PQ#: 190584-8)
Tel: (418) 694-2009
Fax: (418) 694-0281
Lawyers for the Quebec Class

Stikeman Elliott ^{LLP}
5300 Commerce Court West
199 Bay Street
Toronto, Ontario M5L 1B9

Katherine L. Kay (LSUC#: 28493T)
Tel: (416) 869-5507
Fax: (416) 947-0866
Lawyers for the Defendants, Sony Corporation and Sony of
Canada Ltd.

EXECUTION AND PROCESSING OF SETTLEMENT AGREEMENT

34. The Parties and their counsel shall expeditiously do all things as may be reasonably required to give effect to this Settlement Agreement.
35. The Parties agree that this Settlement Agreement may be executed by their respective counsel.

LANGUAGE CLAUSE

36. The Parties hereto confirm that they have required that this Settlement Agreement and all documents ancillary thereto be drafted in the English language. Les Parties aux presentes

conferment qu'elles ont exigé que les présentes et tout document y afférent soient rédigés en langue anglaise.

COUNTERPARTS

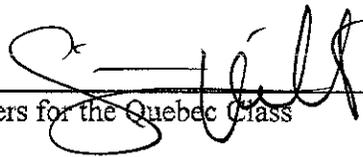
37. The Parties further agree that this Settlement Agreement may be executed by facsimile and in counterparts, each of which shall be deemed to be an original for all purposes and all executed counterparts taken together shall constitute the complete Settlement Agreement.

Dated this 21st day of July 2008.

SISKINDS LLP

Date July 21, 2008 Per: 
Lawyers for the Ontario National Class Members

SISKINDS DESMEULES

Date July 21, 2008 Per: 
Lawyers for the Quebec Class

STIKEMAN ELLIOTT LLP

Date _____ Per: _____
Lawyers for the Defendants

conferment qu'elles ont exigé que les présentes et tout document y afférent soient rédigés en langue anglaise.

COUNTERPARTS

37. The Parties further agree that this Settlement Agreement may be executed by facsimile and in counterparts, each of which shall be deemed to be an original for all purposes and all executed counterparts taken together shall constitute the complete Settlement Agreement.

Dated this 21st day of July 2008.

SISKINDS LLP

Date July 21, 2008 Per: 
Lawyers for the Ontario National Class Members

SISKINDS DESMEULES

Date _____ Per: _____
Lawyers for the Quebec Class

STIKEMAN ELLIOTT LLP

Date 2008-07-21 Per: Stikeman Elliott LLP per 
Lawyers for the Defendants

Appendix "A"

Court File No. 57293CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

The Honourable) , the day
)
Justice) of , 2008

BETWEEN:

DENNIS WONG and BRAD HAY

Plaintiffs

- and -

SONY CORPORATION and SONY OF CANADA LTD.

Defendants

Proceeding under the *Class Proceedings Act, 1992*, S.O. 1992, c. 6.

ORDER

THIS MOTION made by the Plaintiffs for an Order that the within proceeding be certified as a class proceeding for settlement purposes and for an Order approving the Notice of Certification and Settlement Approval Hearing and the method of dissemination of said notice, was heard this day at the Court House, 80 Dundas Street, London, Ontario.

ON READING the materials filed, including the settlement agreement entered into between the Representative Plaintiffs and the Defendants, dated July 21, 2008 (the "Settlement Agreement"), and on hearing the submissions of counsel for the Plaintiffs and counsel for the Defendants:

1. **THIS COURT ORDERS AND DECLARES** that for the purposes of this Order the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that this action be certified as a class proceeding for settlement purposes only.
3. **THIS COURT ORDERS** that the Class be defined as:

All persons and legal entities located in Canada, except Quebec Class members, who:

- (i) purchased a DVD Player* from a vendor located in Canada for their own use and not for resale between January 1, 1998, and July 21, 2008, or
- (ii) received as a gift a DVD Player purchased from a vendor located in Canada for their own use and not for resale between January 1, 1998, and July 21, 2008.

*"DVD Player" means Sony DVD player models DVPF21S, DVPNS300, DVPNS315SM, DVPNS415, DVPNS315, DVPNS400D, DVPS330, DVPS530D, DVPS570D, DVPS360, DVPS550D, DVPS500D, DVPS560D, DVPC670D, and DVPNC600.

4. **THIS COURT ORDERS** that Dennis Wong and Brad Hay be appointed as Representative Plaintiffs for the Class.
5. **THIS COURT ORDERS** that the within action be certified as a class proceeding for settlement purposes only on the basis of the following common issue:

Did Sony negligently manufacture and/or market defective DVD Players in Canada, except Quebec, for which they are liable to end user consumers located in Canada, except Quebec?
6. **THIS COURT ORDERS** that the form and content of the full and summary Notice of Certification and Settlement Approval Hearing attached hereto as Appendix "A1" and "A2" are approved.

7. **THIS COURT ORDERS** that the proposed method of disseminating the Notice of Certification and Settlement Approval Hearing to class members attached hereto as Appendix "A3" is approved.
8. **THIS COURT ORDERS** that the form and content of the Claim Form attached hereto as Appendix "A4" is approved.
9. **THIS COURT ORDERS** that Class Members who wish to opt out of the settlement and the Ontario Action must do so by providing clear written notice of their election to opt out, in accordance with the Settlement Agreement, to Class Counsel within 30 days following the date of the first publication of the Notice of Certification and Settlement Approval Hearing. Class Counsel shall forward a copy of any opt outs received to counsel for the Defendants.
10. **THIS COURT ORDERS** that all notices of election to opt of the settlement and the Ontario Action must include the following information:
 - (a) the name, address and phone number of the person(s) seeking to opt out;
 - (b) the name of the case (Sony DVD Players Class Action Litigation); and
 - (c) a signed statement that "I/we hereby request that I/we be excluded from the settlement and the Ontario Action in the *Sony DVD Players Class Action Litigation*."
11. **THIS COURT ORDERS** that Class Members who have opted out of this action by providing clear written notice of their election to opt out to Class Counsel within 30 days following the date of the first publication of the Notice of Certification and Settlement Approval Hearing are not bound by the Settlement Agreement and may no longer participate in any continuation or settlement of this action.
12. **THIS COURT ORDERS** that any Class Member who does not validly opt out in the manner and time prescribed above shall be deemed to have elected to participate in the

settlement and shall be bound by the Settlement Agreement and all related Court orders, regardless of whether they received any consideration or participated in the claims process.

13. **THIS COURT ORDERS** that Class Members who wish to participate in the settlement must file a completed Claim Form, in accordance with the Settlement Agreement, to Sony of Canada Ltd. within 120 days from the date of the first publication of the Notice of Certification and Settlement Approval Hearing.
14. **THIS COURT ORDERS** that Sony of Canada Ltd. shall be responsible for processing all eligible claims in a timely and reasonable manner. Sony of Canada Ltd. shall provide Class Counsel a report of all claims received and Sony of Canada Ltd.'s decision with respect to each claim. Class Counsel will review Sony of Canada Ltd.'s decision to determine whether, in Class Counsel's opinion, there were sufficient grounds for rejecting a claim. Any disagreements regarding the rejection of a claim will be resolved in accordance with the terms of the Settlement Agreement.
15. **THIS COURT ORDERS** that the Defendants are responsible for the costs of disseminating the Notice of Certification and Settlement Approval Hearing as required pursuant to this Order and the costs of claims administration.
16. **THIS COURT ORDERS** that if approval of the Settlement Agreement is not granted by the Ontario Court in this action or the Quebec Court, in the action certified on May 27, 2005, styled as *Christopher Beck v. Sony du Canada Inc.*, Court file No. 200-06-000032-030, the other terms of this Order shall be of no force and effect.

Date:

Justice

Appendix "A1"

NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL HEARING

**IN THE MATTER OF SONY DVD PLAYERS
CLASS ACTION LITIGATION**

PLEASE READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR LEGAL RIGHTS.

TO: All persons or entities in Canada who purchased, or received as gifts, a Sony DVD player, model numbers DVPF21S, DVPNS300, DVPNS315SM, DVPNS415, DVPNS315, DVPNS400D, DVPS330, DVPS530D, DVPS570D, DVPS360, DVPS550D, DVPS500D, DVPS560D, DVPC670D, and DVPNC600.

WHAT IS THE PURPOSE OF THIS NOTICE?

An agreement has been reached in lawsuits initiated in Ontario and Quebec against Sony Corporation and Sony of Canada Ltd. (collectively "Sony") in which allegations were made that Sony designed, manufactured and sold certain Sony DVD players that were defective. This agreement has not yet been approved by the Courts and is subject to court approval.

This Notice is to advise you of the proposed agreement and to inform you of your rights as a Class Member under the agreement. You will be bound by the terms of the proposed agreement unless you decide to exclude yourself by opting out of the agreement, as explained in this Notice. Capitalized terms that are not otherwise defined herein have the same meaning as attributed to them in the Settlement Agreement.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

The proposed agreement settles two legal actions, one before the Ontario Superior Court of Justice (the "Ontario National Action") and one before the Quebec Superior Court (the "Quebec Action").

The Ontario National Action was certified as a class proceeding by the Ontario Court of Justice on [date], 2008. The Ontario National Class is defined as:

All persons and legal entities located in Canada, except Quebec Class members, who:

- (i) purchased a DVD Player* from a vendor located in Canada for their own use and not for resale between January 1, 1998, and July 21, 2008, or

- (ii) received as a gift a DVD Player purchased from a vendor located in Canada for their own use and not for resale between January 1, 1998, and July 21, 2008.

*"DVD Player" means Sony DVD player models DVPF21S, DVPNS300, DVPNS315SM, DVPNS415, DVPNS315, DVPNS400D, DVPS330, DVPS530D, DVPS570D, DVPS360, DVPS550D, DVPS500D, DVPS560D, DVPC670D, and DVPNC600.

The Ontario National Class does not include any person or entity who purchased or acquired a DVD Player for resale, any person or entity who purchased or acquired a DVD Player for commercial use, any claims aggregators, any person or entity who claims to be an assignee of rights associated with any of the DVD Players, or any person or entity offering extended service plans in connection with the DVD Players.

The Quebec Action was certified as a class proceeding by the Quebec Superior Court on May 27, 2005. Quebec Class is defined as:

All natural persons who are residents of Quebec who, since June 1, 2000, procured for themselves or suffered problems with a numeric visual player of DVD laser discs distributed or sold by Sony of Canada Ltd., bearing one of the following model numbers: DVP-S360, DVP-S560D, DVP-S570D, DVP-C-670D, DVP-S330, DVP-S530D and DVP-NS400D.

Because the Ontario National Class and Quebec Class relate to different models of Sony DVD players, it is possible for persons to belong to both the Ontario National Class and the Quebec Class.

WHAT ARE THE SETTLEMENT BENEFITS?

Sony shall provide benefits to Class Members for all valid claims filed in a timely manner and in accordance with these provisions.

Class Members must file a valid claim form in order to choose to receive one, but not both, of the following:

BENEFIT OPTION I

Sony will reimburse the Class Member for out of pocket costs he/she incurred for SYSCON ROM chip repair or replacement for his/her DVD Player, provided that the Class Member submits: (i) proof of purchase of a DVD Player; and (ii) written proof of payment of a SYSCON ROM repair or replacement. The repair or replacement must have occurred outside the applicable DVD Player limited warranty period, but before the

Effective Date. If Sony has a record of charging for such repair or replacement, Sony will automatically reimburse the Class Member, without proof of purchase and without proof of repair or replacement, within 60 days of the settlement approval date, but not before the Effective Date.

BENEFIT OPTION II

The Class Member may select either: (i) a CDN \$40 voucher good towards the purchase of any product offered at www.sonystyle.ca; or (ii) one refurbished Sony DVP-NS75HB DVD player with standard 90-day limited warranty; but not both, provided that the Class Member:

- a. submits proof of purchase of a DVD Player;
- b. provides proof of purchase of a replacement DVD player, of any brand, purchased before December 31, 2003 (a "Replacement DVD Player"); and
- c. attests, under penalty of perjury, that he or she had to replace his or her DVD Player due to one of the following performance symptoms: erroneous display of a "C:13:00" or "No Disk" message code, a "lip synch" problem, in which the audio and video playback are out of synch, picture freezing, chapter skipping, pixilation, overheating and spontaneous power down, or a mechanical malfunction that prevents a user from inserting or ejecting DVDs.

Settlement Class Members who registered their DVD Player or Replacement DVD Player (if it is a Sony product) with Sony and for whom Sony has record of such registration shall not be subject to the proof of purchase requirements in relation to that DVD Player or Replacement DVD Player. All CDN \$40 vouchers shall expire on [date - 120 days from the Claims Filing Deadline]. If the total cost of the merchandise a Class Member selects from www.sonystyle.ca is less than CDN \$40, the Class Member may use the remaining balance of the voucher toward shipping costs, if any, of the merchandise purchased. Sony shall have the right and sole discretion to substitute the Sony DVP-NS75HB DVD player with a new or refurbished DVD player with equivalent or better features/capabilities. Shipments of the voucher or refurbished DVD player shall be made in 4-6 weeks following receipt of a properly completed and accepted Claim Form, but not before the Effective Date. Sony will pay for the costs to ship the vouchers and refurbished DVD players to Class Members.

Under the terms of the Settlement Agreement, Sony is responsible for paying Class Counsel fees, the costs of providing notice and the costs of administering the claims. The Settlement Benefits payable to eligible Class Members will not be subject to any reductions as a result of these expenses.

WHAT ARE MY OPTIONS?

If you are a Class Member, you have one of the following options:

1. Submit a Claim Form

To receive Settlement Benefits, Class Members must submit a Claim Form together with all supporting documentation to Sony of Canada Ltd. at the following address:

Sony of Canada Ltd.
115 Gordon Baker Road
Toronto, ON M2H 3R6
Attn: Customer Information Centre/DVD Settlement Claims

To be eligible to receive settlement benefits you must file a Claim Form by [**date – 120 days from first publication**]. In no event shall Sony of Canada Ltd. accept Claim Forms postmarked after this date.

You can obtain a Claim Form from Class Counsel, Sony of Canada Ltd., the settlement website located at <http://www.sony.ca/dvdsettlement>, or Class Counsel's website located at www.classaction.ca.

2. Opt Out

If you are a member of the Ontario National Class, you may opt out of this Settlement Agreement and the Ontario Action and pursue individually whatever claims you may have against the Defendants. If you opt out, you will not be entitled to any benefits under the Settlement Agreement and you cannot object to the terms of the Settlement Agreement.

If you wish to opt out of the Settlement Agreement, you must do so by providing clear written notice of your election to opt out to Class Counsel by [date – 30 days from first publication] at the following address:

Siskinds LLP
Attn: Jennifer Bald
680 Waterloo Street
P.O. Box 2520
London, Ontario, Canada
N6A 3V8

The notice of election must include the following information:

- (a) the name, address and phone number of the person(s) seeking to opt out;
- (b) the name of the case (Sony DVD Players Class Action Litigation); and
- (c) a signed statement that "I/we hereby request that I/we be excluded from the settlement and the Ontario Action in the Sony DVD Players Class Action Litigation."

Members of the Quebec Class were required to opt out by October 31, 2005, pursuant to the Order of the Quebec Court on May 27, 2005.

3. Do Nothing

If you do not file a Claims Form or opt out, you will receive no compensation and your claims against Sony relating to these matters will be barred.

WHAT PROOF OF PURCHASE IS REQUIRED?

To satisfy the proof of purchase requirements under BENEFIT OPTION I and BENEFIT OPTION II for the DVD Player, and BENEFIT OPTION II for the Replacement DVD Player, you must provide one of the following:

- (a) a legible copy of original receipt;
- (b) a legible copy of an invoice marked "paid", identifying the retail seller, the seller's address and the purchase;
- (c) a legible copy of a cancelled cheque identifying the purchase;
- (d) a legible copy of a credit card bill identifying the purchase;
- (e) a portion of the box originally holding the DVD Player identifying the player and model number;
- (f) a portion of the box originally holding the Replacement DVD Player identifying the player and model number;
- (g) a legible copy of a shipping invoice identifying the DVD Player or the Replacement DVD Player;
- (h) the DVD Player itself;
- (i) the Replacement DVD Player itself; or
- (j) indicate that the DVD Player or Replacement DVD Player (if it was a Sony product) was registered with Sony. If Sony confirms that you have registered a DVD Player or Replacement DVD Player, Sony will waive the proof of purchase requirement with respect to that DVD Player or Replacement DVD Player.

For Replacement DVD Players, if you choose options (f) or (i), you must also attest, under penalty of perjury, that the purchase occurred before December 31, 2003.

WHEN WILL THE SETTLEMENT AGREEMENT BE APPROVED BY THE COURTS?

Hearings are scheduled for [date] at the Courthouse of the Ontario Superior Court of Justice, 80 Dundas Street, London, Ontario and for [date] at the Quebec Superior Court, 300, boulevard Jean-Lesage, Québec, Québec. The purpose of these hearings is for the Courts to make a determination of the fairness of the Settlement Agreement and to approve the Settlement Agreement. All timely filed written submissions from Class Members will be considered at this time. If you wish to comment on, or make an objection to, the Settlement Agreement, you must deliver a written submission to Class Counsel at the address listed below, no later than [10 days before hearing]. Class Counsel will forward all such submissions to counsel for the Defendants and the Court.

Siskinds LLP
Attn: Jennifer Bald
680 Waterloo Street
P.O. Box 2520
London, Ontario, Canada
N6A 3V8

The Ontario and Quebec Courts must both approve the Settlement Agreement for it to bind the parties. If either Court does not approve the Settlement Agreement, the lawsuits will continue and, if you have submitted a Claim Form or notice of election to opt out, you will receive notification that the Settlement Agreement has not been approved.

WHERE CAN I OBTAIN FURTHER INFORMATION?

If you have any questions you may contact Sony of Canada Ltd. toll-free at 1-866-215-6663 between 10 a.m. and 6 p.m. EST. You may also contact Class Counsel. The law firm of *Siskinds*^{LLP} represents the Ontario National Class and can be reached toll-free at 1-800-461-6166 ext. 7700. The law firm of *Siskinds Desmeules* represents the Quebec Class and can be reached at 418-694-2009. A copy of the Settlement Agreement is available at <http://www.sony.ca/dvdsettlement> or from Class Counsel's website at www.classactions.ca.

THIS NOTICE HAS BEEN APPROVED BY
THE ONTARIO SUPERIOR COURT OF JUSTICE AND THE QUEBEC SUPERIOR COURT

Appendix "A2"

NOTICE OF PROPOSED SETTLEMENT

DID YOU PURCHASE A SONY DVD PLAYER BETWEEN JANUARY 1, 1998 AND JULY 21, 2008?

If you purchased a Sony DVD player models DVPF21S, DVPNS300, DVPNS315SM, DVPNS415, DVPNS315, DVPNS400D, DVPS330, DVPS530D, DVPS570D, DVPS360, DVPS550D, DVPS500D, DVPS560D, DVPC670D, and DVPNC600 between January 1, 1998 and July 21, 2008, please read this Notice carefully, as it may affect your legal rights.

Class proceeding lawsuits have been initiated in Ontario and Quebec alleging that Sony Corporation and Sony of Canada Ltd. (collectively "Sony") negligently designed and/or manufactured the above-listed DVD players. A Settlement Agreement has been reached with Sony. Under the terms of the Settlement Agreement, eligible class members may be reimbursed for certain repair or replacement costs, or may receive a \$40 voucher good for purchases at www.sonystyle.ca, or may receive a refurbished DVD player.

A settlement approval hearing in the lawsuit has been scheduled for [date] for the Ontario National Class and [date] for the Quebec Class.

The timeframe for filing claims begins immediately and there will be no further notices provided to Class Members regarding settlement approval or the claims process. If you purchased an DVD player listed above, you should immediately review the full legal notice in this matter to ensure you understand your legal rights. A copy of the full legal notice is available online at www.classaction.ca or <http://www.sony.ca/dvdsettlement>, or a hard copy can be obtained from Sony, by calling, toll free, 1-866-215-6663 between 10 a.m. and 6 p.m. EST.

Appendix "A3"

METHOD OF DISSEMINATION

The Notice of Certification and Settlement Approval Hearing (the "Notice") will be published as follows:

1. Newspapers

The summary Notice will be published as a one-eighth (1/8) page advertisement, running one time per week for two weeks in the *Globe & Mail* (national edition) and *La Presse* (Montreal).

Class Counsel will give Sony of Canada Ltd. ("Sony") 10 days advance notice of the date of the first publication of the summary Notice.

2. Website/Internet

Sony will build and host, at its expense, an internet website to provide information on the proposed settlement and claims process, being <http://www.sony.ca/dvdsettlement> (the "Settlement Website"). The Settlement Website will post the summary notice and a brief "Question and Answer" page, in a form agreed to by Class Counsel, with basic information regarding the proceeding, the Settlement Agreement and Class Members' options with respect to the Settlement Agreement, and links to the full Notice, the Orders of the Ontario and Quebec Courts certifying the actions as class proceedings, the Claim Form and the Settlement Agreement. Sony will establish the Settlement Website, making it live and accessible as of the date of first newspaper publication of the Notice.

Sony will post a link to the Settlement Website on its websites www.sony.ca and http://www.sony.ca/view/Other_Products_bulletins for two weeks, beginning on the date of first newspaper publication of the Notice.

Class Counsel will post a copy of the full Notice, Claim Form and Settlement Agreement on their website, www.classaction.ca.

3. Mail

If Sony has a Class Member's email address, Sony will email to that address, within three days of the first newspaper publication, the full Notice, Claim Form, the Question and Answer page,

Sony's Dedicated Toll-Free Number (as described in further detail below), and a link and/or instructions on how to access the Settlement Website.

If Sony does not have a Class Member's email address or if an email is returned to Sony as undeliverable and Sony has the Class Member's mailing address, Sony will send to that mailing address, within three days of the first newspaper publication, the full Notice, Claim Form, the Question and Answer page, Sony's Dedicated Toll-Free Number, and instructions on how to access the Settlement Website.

4. Customer Service

Sony will set up a dedicated toll-free number for Class Members to inquire about the proceedings, the settlement agreement and the claims process (the "Dedicated Toll-Free Number"). The Dedicated Toll-Free Number will be live and accessible as of the date of first newspaper publication of the Notice. The Dedicated Toll-Free Number will be operational until 14 days after the Claims Filing Deadline. Customer service representatives will be available to answer calls on the Dedicated Toll-Free Number between 10 a.m. and 6 p.m. EST. French speaking representatives will be available to assist with the calls, when necessary.

Prior to making the Dedicated Toll-Free Number live and accessible, Sony will assign certain customer services representatives to answer communications on the Dedicated Toll-Free Number and will provide the information contained in the Notice to these customer service representatives. The Question and Answer page will be used for training purposes and as a reference by customer service representatives, and will include information regarding the proceeding, the settlement agreement and Class Members' options with respect to the settlement agreement. Customer service representatives will have available a full Notice and Claim Form to distribute by mail to Class Members upon request.

Sony will advise its customer service representatives who are responsible for answering communications on Sony's main support lines to transfer any Class Members who contact Sony regarding a problem with a Sony DVD Player included in the class definition to a customer service representative trained to respond to inquiries on the Dedicated Toll-Free Number and/or to provide the Class Member with the Dedicated Toll-Free Number.

Sony will maintain records of all written communications and emails, and will make recordings of all telephone calls on the Dedicated Toll-Free Number. Upon Class Counsel's request, which

may only be made within 60 days of the Claims Filing Deadline, Sony of Canada Ltd. will make available in an electronic form all such records to Class Counsel for Class Counsel's review.

Class Counsel may move for further directions from the Court if Class Counsel is of the opinion that Class Members are not receiving complete and proper information regarding the Settlement Agreement.

Appendix "A4"

CLAIM FORM Sony DVD Player Settlement

An agreement has been reached in lawsuits initiated in Ontario and Quebec against Sony Corporation and Sony of Canada Ltd. (collectively "Sony") in which allegations were made that Sony designed, manufactured and sold certain Sony DVD players that were defective. This agreement has not yet been approved by the Courts and is subject to court approval.

The Ontario and Quebec Courts must both approve the Settlement Agreement for it to be binding. If either Court does not approve the Settlement Agreement, the lawsuits will continue and, if you have submitted a Claim Form, you will receive notification that the Settlement Agreement has not been approved.

To be eligible for compensation under the Settlement Agreement your completed Sony DVD Claim Form and supporting documentation must be postmarked NO LATER THAN [date - 120 days from first publication of the Notice of Certification and Settlement Approval Hearing].

You must complete **ALL** pages of this form, as applicable. You may attach additional pages if you require more space. Please type or print legibly in black ink.

Provide Your Personal Information				
Any compensation that Sony provides in response to your claim will be issued to the name and street address that you provide.				
Name:	_____			
	Full Legal Name of Party Submitting Claim			
Address	_____			
	No./Apt.Street	City	Province	Postal Code
Telephone:	_____			
	Area code / phone no. (Ext. if applicable)			
Email:	_____			

Identify Your Eligible Sony DVD Player
The following Sony DVD player models are covered by the settlement: DVPF21S, DVPNS300, DVPNS315SM, DVPNS415, DVPNS315, DVPNS400D, DVPS330, DVPS530D, DVPS570D, DVPS360, DVPS550D, DVPS500D, DVPS560D, DVPC670D, and DVPNC600 ("DVD Players").
If you did not purchase or receive as a gift any of the models listed above, you are NOT eligible to participate in this Settlement Agreement.
DVD Player Model Number: _____
DVD Player Serial No. (if available): _____

Approximate Date You Purchased the DVD Player: _____

Product Purchase Verification

Provide proof of purchase of your eligible Sony DVD Player with any one of the following:

- (a) a legible copy of original receipt;
- (b) a legible copy of an invoice marked "paid", identifying the retail seller, the seller's address and the purchase;
- (c) a legible copy of a cancelled cheque identifying the purchase;
- (d) a legible copy of a credit card bill indentifying the purchase;
- (e) a portion of the box originally holding the DVD Player indentifying the player and model number;
- (f) a legible copy of a shipping invoice identifying the DVD Player;
- (g) the DVD Player itself; or
- (h) check here _____ if you registered your DVD Player with Sony. If Sony confirms that you have registered a DVD Player, Sony will waive this proof of purchase requirement and you will not need to provide any form of proof of purchase.

All proofs of purchase submitted to Sony (including any DVD Player) shall become the property of Sony and will not be returned to you.

Benefit Option

Select a Benefit Option: You may choose one of the following two benefits, but not both. Please check the box next to the option that you prefer and follow the associated instructions completely.

OPTION I: Reimbursement for Repairs

If you paid for repairs to your DVD Player to have the SYSCON ROM chip replaced or repaired, you are entitled to cash reimbursement for any such repair or replacement costs that you incurred.

Approximate date that you had the DVD Player repaired: _____
(The repair or replacement must have occurred outside the applicable DVD Player limited warranty period, but before the Effective Date.)

Name and location of the service centre that performed the repair: _____

Amount of repair or replacement cost that you incurred for SYSCON ROM chip

repair or replacement: _____

Please attach all receipts or invoices related to the repair of your DVD Player evidencing the SYSCON ROM chip repair or replacement. IF YOU DO NOT HAVE WRITTEN PROOF THAT YOU PAID TO HAVE THE SYSCON ROM CHIP REPAIRED, YOU MAY NOT BE ELIGIBLE TO RECEIVE A REIMBURSEMENT.

If Sony has a record of you having paid to repair or replace the SYSCON ROM chip in the DVD Player you identified above, Sony will automatically send you a reimbursement cheque for the repair or replacement costs. If you receive one of these automatic payments and you have not already submitted a Claim Form, you do not need to submit a Claim Form or proof of purchase of your DVD Player.

OPTION II: Monetary Compensation for Replacement of DVD Player

If you purchased another DVD player (a "Replacement DVD Player") prior to December 31, 2003 to replace your DVD Player because your DVD Player experienced any of the following alleged symptoms, erroneous display of a "C:13:00" or "No Disk" message code, a "lip synch" problem, in which the audio and video playback are out of synch, picture freezing, chapter skipping, pixilation, overheating and spontaneous power down, or a mechanical malfunction that prevents a user from inserting or ejecting DVDs, you may choose either one but not both of an e-voucher or refurbished DVD player. Sony will send you, by mail within 4 to 6 weeks following receipt of a properly completed Claim Form (but not before the Effective Date), your choice of the following. Check the box next to the option that you choose:

- A CDN \$40.00 voucher good towards the purchase of any products available online at www.sonystyle.ca to be redeemed on or before [date – 120 days after the claims filing deadline], OR
- A refurbished Sony DVD-NS75HB player with standard 90-day limited warranty. Sony reserves the right, at its sole discretion, to substitute the DVD-NS75HB with a new or refurbished DVD player with equivalent or better features/capabilities.

To receive either the voucher or refurbished Sony DVD player, please provide the information requested below:

Replacement DVD Player Manufacturer: _____

Replacement DVD Player Model Number: _____

Replacement DVD Player Serial Number (if available): _____

Approximate Date You Purchased the Replacement DVD Player: _____
 _____ (You must have purchased the Replacement DVD Player on or before December 31, 2003 to qualify for a voucher or refurbished DVD player)

Provide proof of purchase of your Replacement DVD Player with any one of the following:

- (a) a legible copy of original receipt;
- (b) a legible copy of an invoice marked "paid", identifying the retail seller, the seller's address and the purchase;
- (c) a legible copy of a cancelled cheque identifying the purchase;
- (d) a legible copy of a credit card bill identifying the purchase;
- (e) a portion of the box originally holding the Replacement DVD Player indentifying the player and model number;
- (f) a legible shipping invoice identifying the Replacement DVD Player;
- (g) the Replacement DVD Player itself; or
- (h) check here _____ if you registered your Replacement DVD Player (if it was a Sony product) with Sony. If Sony confirms that you have registered the Replacement DVD Player, Sony will waive this proof of purchase requirement and you will not need to provide any form of proof of purchase.

All proofs of purchase submitted to Sony (including any Replacement DVD Player) shall become the property of Sony and will not be returned to you.

PRINT your name and the province in which you currently reside in the appropriate spaces below and specify the reason you purchased a Replacement DVD Player.

I _____, hereby declare and attest, under penalty of perjury, that I had to purchase a Replacement DVD Player, on or before December 31, 2003, for my DVD Player because my DVD Player experienced the following symptom(s): _____

Verification

MAIL THIS CLAIM FORM TO:

Sony of Canada Ltd.
115 Gordon Baker Road
Toronto, ON M2H 3R6
Attn: Customer Information Centre/DVD Settlement Claims

This Claim Form must be postmarked NO LATER THAN [DATE] to make you eligible for any of the settlement benefits. If Sony extends the deadline, it will provide the new deadline on the Sony DVD Player Settlement Website at <http://www.sony.ca/dvdsettlement>, beginning on [date].

Other Terms and Conditions

Submission of this Claim Form does not automatically entitle you to a benefit. Sony of Canada Ltd. shall determine in a timely manner whether you are eligible to receive a benefit and notify you accordingly. Sony of Canada Ltd. will notify you promptly of the approval or denial of your claim, and, where your claim is approved, the settlement benefit will accompany the notification. If you object to Sony of Canada Ltd.'s determination regarding your eligibility, you must, within 30 days of receiving the notice rejecting your claim, file a written objection of that determination, supported only with the documentation originally provided to Sony of Canada Ltd., to Class Counsel at the following addresses:

For members of the Ontario National Class:

Siskinds LLP
 Attn: Linda Visser
 680 Waterloo Street
 P.O. Box 2520
 London, Ontario
 N6A 3V8

For members of the Quebec Class:

Siskinds Desmeules
 43 Rue Buade, Bur 320
 Quebec City, Quebec, Canada
 G1R 4A2

If you are requesting a benefit associated with more than one DVD Player, you must complete a Claim Form for each DVD Player and provide written proof that you purchased each DVD Player, fully complying with the terms herein.

IF YOU HAVE ANY QUESTIONS OR REQUIRE ANY HELP IN COMPLETING THIS CLAIM FORM, PLEASE CALL TOLL-FREE 1- 866-215-6663 BETWEEN 10 A.M. AND 6 P.M. EST.

Attestation and Certification

By signing and dating this form below, I acknowledge that I have read the Notice of Certification and Settlement Approval Hearing, and understand that the Settlement Agreement will be binding on me, my agents and heirs, and any other person or entity with authority to act on my behalf and that I will be deemed to have released and forever discharged the Defendants, and each of their affiliated, predecessor, successor and related companies, from all claims, actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts, and all other liabilities of any kind arising from or relating to the claims alleged in respect of the DVD Players.

I state under penalty of perjury that the information provided above is true and correct to the best of my knowledge and belief.

 Date Signed

 Signature (Claimant or Representative)

Appendix "B"

COUR SUPÉRIEURE

CANADA

PROVINCE DE QUÉBEC

DISTRICT DE MONTRÉAL

NO : 500-06-000298-055

DATE : LE _____ 2008

EN PRÉSENCE DE : L'HONORABLE HÉLÈNE POULIN, J.C.S.

CHRISTOPHER BECK

Plaintiff ;

c.

SONY DU CANADA LTÉE

Defendant;

ORDER

THIS MOTION made by the Plaintiff for an Order approving the Notice of Certification and Settlement Approval Hearing and the method of dissemination of said notice, was heard this day at the Court House, ----, Quebec City, Quebec.

ON READING the materials filed, including the settlement agreement entered into between the Representative Plaintiffs and the Defendants, dated July 21, 2008 (the "Settlement Agreement"), and on hearing the submissions of counsel for the Plaintiffs and counsel for the Defendants:

1. **THIS COURT ORDERS** that the form and content of the full and summary Notice of Certification and Settlement Approval Hearing attached hereto as Appendix "1" and "2" are approved.
2. **THIS COURT ORDERS** that the proposed method of disseminating the Notice of Certification and Settlement Approval Hearing to class members attached hereto as Appendix "3" is approved.
3. **THIS COURT ORDERS** that the form and content of the Claim Form attached hereto as Appendix "4" is approved.
4. **THIS COURT ORDERS** that Class Members who wish to participate in the Settlement Agreement must file a completed Claim Form, in accordance with the Settlement Agreement, to Sony of Canada Ltd. within 120 days from the date of the first publication of the Notice of Certification and Settlement Approval Hearing.
5. **THIS COURT ORDERS** that Sony of Canada Ltd. shall be responsible for processing all eligible claims in a timely and reasonable manner. Sony of Canada Ltd. shall provide Class Counsel a report of all claims received and Sony of Canada Ltd.'s decision with respect to each claim. Class Counsel will review Sony of Canada Ltd.'s decision to

determine whether, in Class Counsel's opinion, there were sufficient grounds for rejecting a claim. Any disagreements regarding the rejection of a claim will be resolved in accordance with the terms of the Settlement Agreement.

6. **THIS COURT ORDERS** that the Defendants are responsible for the costs of disseminating the Notice of Certification and Settlement Approval Hearing as required pursuant to this Order and the costs of claims administration.

7. **THIS COURT ORDERS** that if approval of the Settlement Agreement is not granted by the Quebec Court in this action or the Ontario Court, in the action styled as *Wong et. al v. Sony Corporation et al.*, Court File No. 57293CP, the other terms of this Order shall be of no force and effect.

Date:

Justice

Appendix "B1"

NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL HEARING

**IN THE MATTER OF SONY DVD PLAYERS
CLASS ACTION LITIGATION**

PLEASE READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR LEGAL RIGHTS.

TO: All persons or entities in Canada who purchased, or received as gifts, a Sony DVD player, model numbers DVPF21S, DVPNS300, DVPNS315SM, DVPNS415, DVPNS315, DVPNS400D, DVPS330, DVPS530D, DVPS570D, DVPS360, DVPS550D, DVPS500D, DVPS560D, DVPC670D, and DVPNC600.

WHAT IS THE PURPOSE OF THIS NOTICE?

An agreement has been reached in lawsuits initiated in Ontario and Quebec against Sony Corporation and Sony of Canada Ltd. (collectively "Sony") in which allegations were made that Sony designed, manufactured and sold certain Sony DVD players that were defective. This agreement has not yet been approved by the Courts and is subject to court approval.

This Notice is to advise you of the proposed agreement and to inform you of your rights as a Class Member under the agreement. You will be bound by the terms of the proposed agreement unless you decide to exclude yourself by opting out of the agreement, as explained in this Notice. Capitalized terms that are not otherwise defined herein have the same meaning as attributed to them in the Settlement Agreement.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

The proposed agreement settles two legal actions, one before the Ontario Superior Court of Justice (the "Ontario National Action") and one before the Quebec Superior Court (the "Quebec Action").

The Ontario National Action was certified as a class proceeding by the Ontario Court of Justice on [date], 2008. The Ontario National Class is defined as:

All persons and legal entities located in Canada, except Quebec Class members, who:

- (i) purchased a DVD Player* from a vendor located in Canada for their own use and not for resale between January 1, 1998, and July 21, 2008, or

- (ii) received as a gift a DVD Player purchased from a vendor located in Canada for their own use and not for resale between January 1, 1998, and July 21, 2008.

*"DVD Player" means Sony DVD player models DVPF21S, DVPNS300, DVPNS315SM, DVPNS415, DVPNS315, DVPNS400D, DVPS330, DVPS530D, DVPS570D, DVPS360, DVPS550D, DVPS500D, DVPS560D, DVPC670D, and DVPNC600.

The Ontario National Class does not include any person or entity who purchased or acquired a DVD Player for resale, any person or entity who purchased or acquired a DVD Player for commercial use, any claims aggregators, any person or entity who claims to be an assignee of rights associated with any of the DVD Players, or any person or entity offering extended service plans in connection with the DVD Players.

The Quebec Action was certified as a class proceeding by the Quebec Superior Court on May 27, 2005. Quebec Class is defined as:

All natural persons who are residents of Quebec who, since June 1, 2000, procured for themselves or suffered problems with a numeric visual player of DVD laser discs distributed or sold by Sony of Canada Ltd., bearing one of the following model numbers: DVP-S360, DVP-S560D, DVP-S570D, DVP-C-670D, DVP-S330, DVP-S530D and DVP-NS400D.

Because the Ontario National Class and Quebec Class relate to different models of Sony DVD players, it is possible for persons to belong to both the Ontario National Class and the Quebec Class.

WHAT ARE THE SETTLEMENT BENEFITS?

Sony shall provide benefits to Class Members for all valid claims filed in a timely manner and in accordance with these provisions.

Class Members must file a valid claim form in order to choose to receive one, but not both, of the following:

BENEFIT OPTION I

Sony will reimburse the Class Member for out of pocket costs he/she incurred for SYSCON ROM chip repair or replacement for his/her DVD Player, provided that the Class Member submits: (i) proof of purchase of a DVD Player; and (ii) written proof of payment of a SYSCON ROM repair or replacement. The repair or replacement must have occurred outside the applicable DVD Player limited warranty period, but before the

Effective Date. If Sony has a record of charging for such repair or replacement, Sony will automatically reimburse the Class Member, without proof of purchase and without proof of repair or replacement, within 60 days of the settlement approval date, but not before the Effective Date.

BENEFIT OPTION II

The Class Member may select either: (i) a CDN \$40 voucher good towards the purchase of any product offered at www.sonymstyle.ca; or (ii) one refurbished Sony DVP-NS75HB DVD player with standard 90-day limited warranty; but not both, provided that the Class Member:

- a. submits proof of purchase of a DVD Player;
- b. provides proof of purchase of a replacement DVD player, of any brand, purchased before December 31, 2003 (a "Replacement DVD Player"); and
- c. attests, under penalty of perjury, that he or she had to replace his or her DVD Player due to one of the following performance symptoms: erroneous display of a "C:13:00" or "No Disk" message code, a "lip synch" problem, in which the audio and video playback are out of synch, picture freezing, chapter skipping, pixilation, overheating and spontaneous power down, or a mechanical malfunction that prevents a user from inserting or ejecting DVDs.

Settlement Class Members who registered their DVD Player or Replacement DVD Player (if it is a Sony product) with Sony and for whom Sony has record of such registration shall not be subject to the proof of purchase requirements in relation to that DVD Player or Replacement DVD Player. All CDN \$40 vouchers shall expire on [date - 120 days from the Claims Filing Deadline]. If the total cost of the merchandise a Class Member selects from www.sonymstyle.ca is less than CDN \$40, the Class Member may use the remaining balance of the voucher toward shipping costs, if any, of the merchandise purchased. Sony shall have the right and sole discretion to substitute the Sony DVP-NS75HB DVD player with a new or refurbished DVD player with equivalent or better features/capabilities. Shipments of the voucher or refurbished DVD player shall be made in 4-6 weeks following receipt of a properly completed and accepted Claim Form, but not before the Effective Date. Sony will pay for the costs to ship the vouchers and refurbished DVD players to Class Members.

Under the terms of the Settlement Agreement, Sony is responsible for paying Class Counsel fees, the costs of providing notice and the costs of administering the claims. The Settlement Benefits payable to eligible Class Members will not be subject to any reductions as a result of these expenses.

WHAT ARE MY OPTIONS?

If you are a Class Member, you have one of the following options:

1. Submit a Claim Form

To receive Settlement Benefits, Class Members must submit a Claim Form together with all supporting documentation to Sony of Canada Ltd. at the following address:

Sony of Canada Ltd.
115 Gordon Baker Road
Toronto, ON M2H 3R6
Attn: Customer Information Centre/DVD Settlement Claims

To be eligible to receive settlement benefits you must file a Claim Form by [**date – 120 days from first publication**]. In no event shall Sony of Canada Ltd. accept Claim Forms postmarked after this date.

You can obtain a Claim Form from Class Counsel, Sony of Canada Ltd., the settlement website located at <http://www.sony.ca/dvdsettlement>, or Class Counsel's website located at www.classaction.ca.

2. Opt Out

If you are a member of the Ontario National Class, you may opt out of this Settlement Agreement and the Ontario Action and pursue individually whatever claims you may have against the Defendants. If you opt out, you will not be entitled to any benefits under the Settlement Agreement and you cannot object to the terms of the Settlement Agreement.

If you wish to opt out of the Settlement Agreement, you must do so by providing clear written notice of your election to opt out to Class Counsel by [date – 30 days from first publication] at the following address:

Siskinds LLP
Attn: Jennifer Bald
680 Waterloo Street
P.O. Box 2520
London, Ontario, Canada
N6A 3V8

The notice of election must include the following information:

- (a) the name, address and phone number of the person(s) seeking to opt out;
- (b) the name of the case (Sony DVD Players Class Action Litigation); and
- (c) a signed statement that "I/we hereby request that I/we be excluded from the settlement and the Ontario Action in the Sony DVD Players Class Action Litigation."

Members of the Quebec Class were required to opt out by October 31, 2005, pursuant to the Order of the Quebec Court on May 27, 2005.

3. Do Nothing

If you do not file a Claims Form or opt out, you will receive no compensation and your claims against Sony relating to these matters will be barred.

WHAT PROOF OF PURCHASE IS REQUIRED?

To satisfy the proof of purchase requirements under BENEFIT OPTION I and BENEFIT OPTION II for the DVD Player, and BENEFIT OPTION II for the Replacement DVD Player, you must provide one of the following:

- (a) a legible copy of original receipt;
- (b) a legible copy of an invoice marked "paid", identifying the retail seller, the seller's address and the purchase;
- (c) a legible copy of a cancelled cheque identifying the purchase;
- (d) a legible copy of a credit card bill identifying the purchase;
- (e) a portion of the box originally holding the DVD Player identifying the player and model number;
- (f) a portion of the box originally holding the Replacement DVD Player identifying the player and model number;
- (g) a legible copy of a shipping invoice identifying the DVD Player or the Replacement DVD Player;
- (h) the DVD Player itself;
- (i) the Replacement DVD Player itself; or
- (j) indicate that the DVD Player or Replacement DVD Player (if it was a Sony product) was registered with Sony. If Sony confirms that you have registered a DVD Player or Replacement DVD Player, Sony will waive the proof of purchase requirement with respect to that DVD Player or Replacement DVD Player.

For Replacement DVD Players, if you choose options (f) or (i), you must also attest, under penalty of perjury, that the purchase occurred before December 31, 2003.

WHEN WILL THE SETTLEMENT AGREEMENT BE APPROVED BY THE COURTS?

Hearings are scheduled for [date] at the Courthouse of the Ontario Superior Court of Justice, 80 Dundas Street, London, Ontario and for [date] at the Quebec Superior Court, 300, boulevard Jean-Lesage, Québec, Québec. The purpose of these hearings is for the Courts to make a determination of the fairness of the Settlement Agreement and to approve the Settlement Agreement. All timely filed written submissions from Class Members will be considered at this time. If you wish to comment on, or make an objection to, the Settlement Agreement, you must deliver a written submission to Class Counsel at the address listed below, no later than [10 days before hearing]. Class Counsel will forward all such submissions to counsel for the Defendants and the Court.

Siskinds LLP
Attn: Jennifer Bald
680 Waterloo Street
P.O. Box 2520
London, Ontario, Canada
N6A 3V8

The Ontario and Quebec Courts must both approve the Settlement Agreement for it to bind the parties. If either Court does not approve the Settlement Agreement, the lawsuits will continue and, if you have submitted a Claim Form or notice of election to opt out, you will receive notification that the Settlement Agreement has not been approved.

WHERE CAN I OBTAIN FURTHER INFORMATION?

If you have any questions you may contact Sony of Canada Ltd. toll-free at 1-866-215-6663 between 10 a.m. and 6 p.m. EST. You may also contact Class Counsel. The law firm of *Siskinds LLP* represents the Ontario National Class and can be reached toll-free at 1-800-461-6166 ext. 7700. The law firm of *Siskinds Desmeules* represents the Quebec Class and can be reached at 418-694-2009. A copy of the Settlement Agreement is available at <http://www.sony.ca/dvdsettlement> or from Class Counsel's website at www.classactions.ca.

THIS NOTICE HAS BEEN APPROVED BY
THE ONTARIO SUPERIOR COURT OF JUSTICE AND THE QUEBEC SUPERIOR COURT

Appendix "B2"

NOTICE OF PROPOSED SETTLEMENT

DID YOU PURCHASE A SONY DVD PLAYER BETWEEN JANUARY 1, 1998 AND JULY 21, 2008?

If you purchased a Sony DVD player models DVPF21S, DVPNS300, DVPNS315SM, DVPNS415, DVPNS315, DVPNS400D, DVPS330, DVPS530D, DVPS570D, DVPS360, DVPS550D, DVPS500D, DVPS560D, DVPC670D, and DVPNC600 between January 1, 1998 and July 21, 2008, please read this Notice carefully, as it may affect your legal rights.

Class proceeding lawsuits have been initiated in Ontario and Quebec alleging that Sony Corporation and Sony of Canada Ltd. (collectively "Sony") negligently designed and/or manufactured the above-listed DVD players. A Settlement Agreement has been reached with Sony. Under the terms of the Settlement Agreement, eligible class members may be reimbursed for certain repair or replacement costs, or may receive a \$40 voucher good for purchases at www.sonystyle.ca, or may receive a refurbished DVD player.

A settlement approval hearing in the lawsuit has been scheduled for [date] for the Ontario National Class and [date] for the Quebec Class.

The timeframe for filing claims begins immediately and there will be no further notices provided to Class Members regarding settlement approval or the claims process. If you purchased an DVD player listed above, you should immediately review the full legal notice in this matter to ensure you understand your legal rights. A copy of the full legal notice is available online at www.classaction.ca or <http://www.sony.ca/dvdsettlement>, or a hard copy can be obtained from Sony, by calling, toll free, 1-866-215-6663 between 10 a.m. and 6 p.m. EST.

Appendix "B3"

METHOD OF DISSEMINATION

The Notice of Certification and Settlement Approval Hearing (the "Notice") will be published as follows:

1. Newspapers

The summary Notice will be published as a one-eighth (1/8) page advertisement, running one time per week for two weeks in the *Globe & Mail* (national edition) and *La Presse* (Montreal).

Class Counsel will give Sony of Canada Ltd. ("Sony") 10 days advance notice of the date of the first publication of the summary Notice.

2. Website/Internet

Sony will build and host, at its expense, an internet website to provide information on the proposed settlement and claims process, being <http://www.sony.ca/dvdsettlement> (the "Settlement Website"). The Settlement Website will post the summary notice and a brief "Question and Answer" page, in a form agreed to by Class Counsel, with basic information regarding the proceeding, the Settlement Agreement and Class Members' options with respect to the Settlement Agreement, and links to the full Notice, the Orders of the Ontario and Quebec Courts certifying the actions as class proceedings, the Claim Form and the Settlement Agreement. Sony will establish the Settlement Website, making it live and accessible as of the date of first newspaper publication of the Notice.

Sony will post a link to the Settlement Website on its websites www.sony.ca and http://www.sony.ca/view/Other_Products_bulletins for two weeks, beginning on the date of first newspaper publication of the Notice.

Class Counsel will post a copy of the full Notice, Claim Form and Settlement Agreement on their website, www.classaction.ca.

3. Mail

If Sony has a Class Member's email address, Sony will email to that address, within three days of the first newspaper publication, the full Notice, Claim Form, the Question and Answer page,

Sony's Dedicated Toll-Free Number (as described in further detail below), and a link and/or instructions on how to access the Settlement Website.

If Sony does not have a Class Member's email address or if an email is returned to Sony as undeliverable and Sony has the Class Member's mailing address, Sony will send to that mailing address, within three days of the first newspaper publication, the full Notice, Claim Form, the Question and Answer page, Sony's Dedicated Toll-Free Number, and instructions on how to access the Settlement Website.

4. Customer Service

Sony will set up a dedicated toll-free number for Class Members to inquire about the proceedings, the settlement agreement and the claims process (the "Dedicated Toll-Free Number"). The Dedicated Toll-Free Number will be live and accessible as of the date of first newspaper publication of the Notice. The Dedicated Toll-Free Number will be operational until 14 days after the Claims Filing Deadline. Customer service representatives will be available to answer calls on the Dedicated Toll-Free Number between 10 a.m. and 6 p.m. EST. French speaking representatives will be available to assist with the calls, when necessary.

Prior to making the Dedicated Toll-Free Number live and accessible, Sony will assign certain customer services representatives to answer communications on the Dedicated Toll-Free Number and will provide the information contained in the Notice to these customer service representatives. The Question and Answer page will be used for training purposes and as a reference by customer service representatives, and will include information regarding the proceeding, the settlement agreement and Class Members' options with respect to the settlement agreement. Customer service representatives will have available a full Notice and Claim Form to distribute by mail to Class Members upon request.

Sony will advise its customer service representatives who are responsible for answering communications on Sony's main support lines to transfer any Class Members who contact Sony regarding a problem with a Sony DVD Player included in the class definition to a customer service representative trained to respond to inquiries on the Dedicated Toll-Free Number and/or to provide the Class Member with the Dedicated Toll-Free Number.

Sony will maintain records of all written communications and emails, and will make recordings of all telephone calls on the Dedicated Toll-Free Number. Upon Class Counsel's request, which

may only be made within 60 days of the Claims Filing Deadline, Sony of Canada Ltd. will make available in an electronic form all such records to Class Counsel for Class Counsel's review.

Class Counsel may move for further directions from the Court if Class Counsel is of the opinion that Class Members are not receiving complete and proper information regarding the Settlement Agreement.

Appendix "B4"

CLAIM FORM Sony DVD Player Settlement

An agreement has been reached in lawsuits initiated in Ontario and Quebec against Sony Corporation and Sony of Canada Ltd. (collectively "Sony") in which allegations were made that Sony designed, manufactured and sold certain Sony DVD players that were defective. This agreement has not yet been approved by the Courts and is subject to court approval.

The Ontario and Quebec Courts must both approve the Settlement Agreement for it to be binding. If either Court does not approve the Settlement Agreement, the lawsuits will continue and, if you have submitted a Claim Form, you will receive notification that the Settlement Agreement has not been approved.

To be eligible for compensation under the Settlement Agreement your completed Sony DVD Claim Form and supporting documentation must be postmarked NO LATER THAN [date - 120 days from first publication of the Notice of Certification and Settlement Approval Hearing].

You must complete **ALL** pages of this form, as applicable. You may attach additional pages if you require more space. Please type or print legibly in black ink.

Provide Your Personal Information				
Any compensation that Sony provides in response to your claim will be issued to the name and street address that you provide.				
Name:	_____			
	Full Legal Name of Party Submitting Claim			
Address	_____			
	No./Apt. Street	City	Province	Postal Code
Telephone:	_____			
	Area code / phone no. (Ext. if applicable)			
Email:	_____			

Identify Your Eligible Sony DVD Player
The following Sony DVD player models are covered by the settlement: DVPF21S, DVPNS300, DVPNS315SM, DVPNS415, DVPNS315, DVPNS400D, DVPS330, DVPS530D, DVPS570D, DVPS360, DVPS550D, DVPS500D, DVPS560D, DVPC670D, and DVPNC600 ("DVD Players").
If you did not purchase or receive as a gift any of the models listed above, you are NOT eligible to participate in this Settlement Agreement.
DVD Player Model Number: _____
DVD Player Serial No. (if available): _____

Approximate Date You Purchased the DVD Player: _____

Product Purchase Verification

Provide proof of purchase of your eligible Sony DVD Player with any one of the following:

- (a) a legible copy of original receipt;
- (b) a legible copy of an invoice marked "paid", identifying the retail seller, the seller's address and the purchase;
- (c) a legible copy of a cancelled cheque identifying the purchase;
- (d) a legible copy of a credit card bill indentifying the purchase;
- (e) a portion of the box originally holding the DVD Player indentifying the player and model number;
- (f) a legible copy of a shipping invoice identifying the DVD Player;
- (g) the DVD Player itself; or
- (h) check here _____ if you registered your DVD Player with Sony. If Sony confirms that you have registered a DVD Player, Sony will waive this proof of purchase requirement and you will not need to provide any form of proof of purchase.

All proofs of purchase submitted to Sony (including any DVD Player) shall become the property of Sony and will not be returned to you.

Benefit Option

Select a Benefit Option: You may choose one of the following two benefits, but not both. Please check the box next to the option that you prefer and follow the associated instructions completely.

- OPTION I: Reimbursement for Repairs**
If you paid for repairs to your DVD Player to have the SYSCON ROM chip replaced or repaired, you are entitled to cash reimbursement for any such repair or replacement costs that you incurred.

Approximate date that you had the DVD Player repaired: _____
(The repair or replacement must have occurred outside the applicable DVD Player limited warranty period, but before the Effective Date.)

Name and location of the service centre that performed the repair: _____

Amount of repair or replacement cost that you incurred for SYSCON ROM chip

repair or replacement: _____

Please attach all receipts or invoices related to the repair of your DVD Player evidencing the SYSCON ROM chip repair or replacement. IF YOU DO NOT HAVE WRITTEN PROOF THAT YOU PAID TO HAVE THE SYSCON ROM CHIP REPAIRED, YOU MAY NOT BE ELIGIBLE TO RECEIVE A REIMBURSEMENT.

If Sony has a record of you having paid to repair or replace the SYSCON ROM chip in the DVD Player you identified above, Sony will automatically send you a reimbursement cheque for the repair or replacement costs. If you receive one of these automatic payments and you have not already submitted a Claim Form, you do not need to submit a Claim Form or proof of purchase of your DVD Player.

OPTION II: Monetary Compensation for Replacement of DVD Player

If you purchased another DVD player (a "Replacement DVD Player") prior to December 31, 2003 to replace your DVD Player because your DVD Player experienced any of the following alleged symptoms, erroneous display of a "C:13:00" or "No Disk" message code, a "lip synch" problem, in which the audio and video playback are out of synch, picture freezing, chapter skipping, pixilation, overheating and spontaneous power down, or a mechanical malfunction that prevents a user from inserting or ejecting DVDs, you may choose either one but not both of an e-voucher or refurbished DVD player. Sony will send you, by mail within 4 to 6 weeks following receipt of a properly completed Claim Form (but not before the Effective Date), your choice of the following. Check the box next to the option that you choose:

- A CDN \$40.00 voucher good towards the purchase of any products available online at www.sonystyle.ca to be redeemed on or before [date – 120 days after the claims filing deadline], OR
- A refurbished Sony DVD-NS75HB player with standard 90-day limited warranty. Sony reserves the right, at its sole discretion, to substitute the DVD-NS75HB with a new or refurbished DVD player with equivalent or better features/capabilities.

To receive either the voucher or refurbished Sony DVD player, please provide the information requested below:

Replacement DVD Player Manufacturer: _____

Replacement DVD Player Model Number: _____

Replacement DVD Player Serial Number (if available): _____

Approximate Date You Purchased the Replacement DVD Player: _____
 _____ (You must have purchased the Replacement DVD Player on or before December 31, 2003 to qualify for a voucher or refurbished DVD player)

Provide proof of purchase of your Replacement DVD Player with any one of the following:

- (a) a legible copy of original receipt;
- (b) a legible copy of an invoice marked "paid", identifying the retail seller, the seller's address and the purchase;
- (c) a legible copy of a cancelled cheque identifying the purchase;
- (d) a legible copy of a credit card bill identifying the purchase;
- (e) a portion of the box originally holding the Replacement DVD Player indentifying the player and model number;
- (f) a legible shipping invoice identifying the Replacement DVD Player;
- (g) the Replacement DVD Player itself; or
- (h) check here _____ if you registered your Replacement DVD Player (if it was a Sony product) with Sony. If Sony confirms that you have registered the Replacement DVD Player, Sony will waive this proof of purchase requirement and you will not need to provide any form of proof of purchase.

All proofs of purchase submitted to Sony (including any Replacement DVD Player) shall become the property of Sony and will not be returned to you.

PRINT your name and the province in which you currently reside in the appropriate spaces below and specify the reason you purchased a Replacement DVD Player.

I _____, hereby declare and attest, under penalty of perjury, that I had to purchase a Replacement DVD Player, on or before December 31, 2003, for my DVD Player because my DVD Player experienced the following symptom(s): _____

Verification

MAIL THIS CLAIM FORM TO:

Sony of Canada Ltd.
115 Gordon Baker Road
Toronto, ON M2H 3R6
Attn: Customer Information Centre/DVD Settlement Claims

This Claim Form must be postmarked NO LATER THAN [DATE] to make you eligible for any of the settlement benefits. If Sony extends the deadline, it will provide the new deadline on the Sony DVD Player Settlement Website at <http://www.sony.ca/dvdsettlement>, beginning on [date].

Other Terms and Conditions

Submission of this Claim Form does not automatically entitle you to a benefit. Sony of Canada Ltd. shall determine in a timely manner whether you are eligible to receive a benefit and notify you accordingly. Sony of Canada Ltd. will notify you promptly of the approval or denial of your claim, and, where your claim is approved, the settlement benefit will accompany the notification. If you object to Sony of Canada Ltd.'s determination regarding your eligibility, you must, within 30 days of receiving the notice rejecting your claim, file a written objection of that determination, supported only with the documentation originally provided to Sony of Canada Ltd., to Class Counsel at the following addresses:

For members of the Ontario National Class:

Siskinds LLP
Attn: Linda Visser
680 Waterloo Street
P.O. Box 2520
London, Ontario
N6A 3V8

For members of the Quebec Class:

Siskinds Desmeules
43 Rue Buade, Bur 320
Quebec City, Quebec, Canada
G1R 4A2

If you are requesting a benefit associated with more than one DVD Player, you must complete a Claim Form for each DVD Player and provide written proof that you purchased each DVD Player, fully complying with the terms herein.

IF YOU HAVE ANY QUESTIONS OR REQUIRE ANY HELP IN COMPLETING THIS CLAIM FORM, PLEASE CALL TOLL-FREE 1- 866-215-6663 BETWEEN 10 A.M. AND 6 P.M. EST.

Attestation and Certification

By signing and dating this form below, I acknowledge that I have read the Notice of Certification and Settlement Approval Hearing, and understand that the Settlement Agreement will be binding on me, my agents and heirs, and any other person or entity with authority to act on my behalf and that I will be deemed to have released and forever discharged the Defendants, and each of their affiliated, predecessor, successor and related companies, from all claims, actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts, and all other liabilities of any kind arising from or relating to the claims alleged in respect of the DVD Players.

I state under penalty of perjury that the information provided above is true and correct to the best of my knowledge and belief.

Date Signed

Signature (Claimant or Representative)

Appendix "C"

Court File No. 57293CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

The Honourable)
)
Justice) of , 2008

BETWEEN:

DENNIS WONG and BRAD HAY

Plaintiffs

- and -

SONY CORPORATION and SONY OF CANADA LTD.

Defendants

Proceeding under the *Class Proceedings Act, 1992*, S.O. 1992, c. 6.

ORDER

THIS MOTION made by the Representative Plaintiffs, Dennis Wong and Brad Hay, for an Order that the Settlement Agreement be approved was heard this day at the Court House, 80 Dundas Street, London, Ontario.

ON READING the materials filed, including the settlement agreement entered into between the Representative Plaintiffs and the Defendants, dated July 21, 2008 (the "Settlement Agreement"), and on hearing the submissions of counsel for the Representative Plaintiffs and counsel for the Defendants:

1. **THIS COURT ORDERS AND DECLARES** that for the purposes of this Order the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.

2. **THIS COURT DECLARES** that the Settlement Agreement is fair, reasonable and in the best interests of the Class.
3. **THIS COURT ORDERS** that the Settlement Agreement, attached hereto as Appendix "A", is hereby approved pursuant to s. 29 of the *Class Proceedings Act, 1992* and shall be implemented in accordance with its terms.
4. **THIS COURT DECLARES** that the Settlement Agreement is incorporated by reference into and forms part of this Order and is binding upon the Representative Plaintiffs, upon all Class Members, other than those who have opted out in accordance with the Settlement Agreement, and upon the Defendants.
5. **THIS COURT ORDERS AND DECLARES** that this Order, including the Settlement Agreement, is binding upon each Class Member, other than those who have opted out in accordance with the Settlement Agreement, including those persons who are minors or mentally incapable and the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure* R.S.O. Reg. 194 are dispensed with in respect of this action.
6. **THIS COURT ORDERS** that each Class Member, other than those who have opted out in accordance with the Settlement Agreement, personally and on behalf of their respective heirs, successors and assigns, and their affiliated, predecessor, successor and related companies, shall be deemed to have released and do hereby release and forever discharge all of the Defendants and each of their affiliated, predecessor, successor and related companies, and their respective past, present and future shareholders, directors, officers, employees and agents, including legal counsel, financial advisers, sales agents, sellers, manufacturers, contractors, subcontractors, distributors, resellers, integrators, customers and any other party (and the affiliates, predecessors, successors and companies related to any other party) from whom or

through whom they obtained their DVD Player(s) or their system containing their DVD Player(s), from all claims, actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts, and all other liabilities of any kind arising from or relating to the claims alleged in respect of DVD Players.

7. **THIS COURT ORDERS** that the claims of the Class Members that were asserted or could have been asserted in this action or the Quebec action certified on May 27, 2005, styled as *Christopher Beck v. Sony du Canada Inc.*, Court file No. 200-06-000032-030, are finally and forever barred.
8. **THIS COURT ORDERS AND ADJUDGES** that this action be and is hereby dismissed against the Defendants, without costs and with prejudice.
9. **THIS COURT ORDERS** that if approval of the Settlement Agreement is not granted by the Quebec Court in the action certified on May 27, 2005, styled as *Christopher Beck v. Sony du Canada Inc.*, Court file No. 200-06-000032-030, this Order shall be of no force and effect.

Date:

Justice

Appendix "D"

COUR SUPÉRIEURE

C A N A D A

PROVINCE DE QUÉBEC

DISTRICT DE MONTRÉAL

NO : 500-06-000298-055

DATE : LE _____ 2008

EN PRÉSENCE DE : L'HONORABLE HÉLÈNE POULIN, J.C.S.

CHRISTOPHER BECK

Plaintiff ;

c.

SONY DU CANADA LTÉE

Defendant;

ORDER

ON READING the materials filed, including the settlement agreement entered into between the Representative Plaintiff and the Defendants, dated July 21, 2008 (the "Settlement Agreement"), and on hearing the submissions of counsel for the Representative Plaintiff and counsel for the Defendant:

1. **THIS COURT ORDERS AND DECLARES** that for the purposes of this Order the definitions set out in the Settlement Agreement apply to and are incorporated into this Order.
2. **THIS COURT DECLARES** that the Settlement Agreement is fair, reasonable and in the best interests of the Class.
3. **THIS COURT ORDERS** that the Settlement Agreement, attached hereto as Appendix "A", is hereby approved, constitutes a «Transaction» within the meaning of Article 2631 of the Q.C.C. and shall be implemented in accordance with its terms.
4. **THIS COURT DECLARES** that the Settlement Agreement is incorporated by reference into and forms part of this Order and is binding upon the Representative Plaintiff, upon all Class Members, other than those who have opted out in accordance with the Settlement Agreement, and upon the Defendants.
5. **THIS COURT ORDERS AND DECLARES** that this Order, including the Settlement Agreement, is binding upon each Class Member, other than those who have opted out in accordance with the Settlement Agreement.
6. **THIS COURT ORDERS** that each Class Member, other than those who have opted out in accordance with the Settlement Agreement, personally and on behalf of their respective heirs, successors and assigns, and their affiliated, predecessor, successor

and related companies, shall be deemed to have released and do hereby release and forever discharge all of the Defendants and each of their affiliated, predecessor, successor and related companies, and their respective past, present and future shareholders, directors, officers, employees and agents, including legal counsel, financial advisers, sales agents, sellers, manufacturers, contractors, subcontractors, distributors, resellers, integrators, customers and any other party (and the affiliates, predecessors, successors and companies related to any other party) from whom or through whom they obtained their DVD Player(s) or their system containing their DVD Player(s), from all claims, actions, causes of action, suits, debts, duties, accounts, bonds, covenants, contracts, and all other liabilities of any kind arising from or relating to the claims alleged in respect of DVD Players.

7. **THIS COURT ORDERS** that the claims of the Class Members that were asserted or could have been asserted in this action or the Ontario action, styled as Dennis Wong and Brad Hay and Sony Corporation and Sony Canada Ltd, Court file No. 57293 CP, are finally and forever barred.

8. **THIS COURT ORDERS AND ADJUDGES** that this action be and is hereby dismissed against the Defendant, without costs and with prejudice.

9. **THIS COURT ORDERS** that if approval of the Settlement Agreement is not granted by the Ontario Court in the action, styled as Dennis Wong and Brad Hay and Sony Corporation and Sony Canada Ltd, Court file No. 57293 CP, this Order shall be of no force and effect.

Date:

Justice