

**COUR SUPÉRIEURE**  
(Recours collectif)

CANADA  
PROVINCE DE QUÉBEC  
DISTRICT DE QUÉBEC

No : 200-06-000082-076

DATE : Le 29 mars 2021

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**SOUS LA PRÉSIDENTE DE L'HONORABLE PHILIPPE CANTIN, j.c.s.**

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**COMMUNICATION MÉGA-SAT INC.**

Demanderesse

c.

**LG PHILIPS LCD CO. LTD. et AL.**

Défenderesses

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**JUGEMENT**

(sur une demande pour obtenir l'approbation d'un troisième plan de distribution et la désignation d'une administratrice des réclamations)

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- [1] **CONSIDÉRANT** que les parties sont impliquées dans un litige de la nature d'une action collective;
- [2] **CONSIDÉRANT** que par jugements rendus dans le cadre de cette affaire, dix (10) règlements à l'amiable ont été approuvés;
- [3] **CONSIDÉRANT** que la demanderesse soumet la présente demande afin d'obtenir l'approbation d'un plan pour une troisième distribution;
- [4] **CONSIDÉRANT** que cette troisième distribution permettra la distribution d'un montant net évalué à six millions sept cent vingt et un mille quatre cent seize dollars (6 721 416,00\$);
- [5] **CONSIDÉRANT** les éléments de preuve produits au soutien de ladite demande, notamment :

- a) le Troisième plan de distribution (*Third Distribution Protocol*) joint à ce jugement à l'annexe A;
- b) la déclaration sous serment de monsieur Alain Fillion à titre de personne désignée représentant Communication Méga-Sat inc.;
- c) la déclaration sous serment de Me Linda Visser; et
- d) les pièces au dossier.

[6] **CONSIDÉRANT** les représentations des avocats du Groupe québécois présentées pour le compte de la demanderesse et les articles 595 et suivants du *Code de procédure civile*;

[7] **CONSIDÉRANT** que les défenderesses s'en rapportent toutes à la justice;

[8] **CONSIDÉRANT** que la firme Ricepoint Administration inc. consent à être désignée comme administratrice des réclamations;

**POUR CES MOTIFS, LE TRIBUNAL :**

[9] **ACCUEILLE** la demande;

[10] **DÉCLARE** que les définitions figurant dans le Troisième plan de distribution (*Third Distribution Protocol*) sont utilisées dans ce jugement et que, par conséquent, elles sont réputées en faire partie intégrante;

[11] **APPROUVE** le Troisième plan de distribution (*Third Distribution Protocol*) joint en annexe A du présent jugement;

[12] **DÉSIGNE** la firme Ricepoint Administration inc. pour agir à titre d'administratrice des réclamations;

[13] **ORDONNE** que le Troisième plan de distribution (*Third Distribution Protocol*) régisse l'administration des ententes avec Sharp Corporation;

[14] **ORDONNE** que le montant net du règlement payé dans le cadre de l'entente soit distribué par l'Administratrice des réclamations en accord avec les termes du Troisième plan de distribution (*Third Distribution Protocol*) et en respectant le *Règlement sur le pourcentage prélevé par le Fonds d'aide aux actions collectives*;

[15] **ORDONNE** que l'information transmise par tout réclamant lors du processus de réclamation soit recueillie, utilisée, conservée et divulguée en conformité avec le contenu des articles 20 et 21 du Troisième plan de distribution (*Third Distribution Protocol*);

[16] **PREND ACTE** de l'engagement des avocats de la demanderesse de saisir la Cour supérieure du Québec pour obtenir des directives quant à la disposition du reliquat excédant 20 000 \$;

[17] **DÉCLARE** que le Tribunal demeure saisi du présent dossier jusqu'à l'obtention d'un jugement de clôture;

[18] **DISPENSE** les parties de notifier le présent jugement aux membres du groupe;

[19] **LE TOUT** sans frais de justice.

  
\_\_\_\_\_  
**PHILIPPE CANTIN, j.c.s.**

**Me Jean-Philippe Royer**  
**BOUCHARD + AVOCATS INC.**  
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Avocats de la demanderesse

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**Me Adam Hirsh**  
**Me Emily MacKinnon**  
**Me Alexandre Fallon**  
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Avocats des défendeurs

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Avocats des défendeurs ayant déjà réglé Hannstar Display Corporation

**Me Katherine Kay**  
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**Me Mark Walli**  
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Avocats des défendeurs ayant déjà réglé LG Philips LCD Co., Ltd., and LG Philips LCD America, Inc.

**Me J. Kenneth McEwan**  
**Me Emily Kirkpatrick**  
**Me Eileen Patel**  
**MCEWAN COOPER DENNIS LLP**  
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Avocats des défendeurs ayant déjà réglé AU Optronics Corporation America and AU Optronics Corporation America

**Me Laura Cooper**  
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Avocats des défendeurs ayant déjà réglé Toshiba of Canada Limited, Toshiba Corporation, Toshiba America Corporation, and Toshiba Matsushita Display Technology Co., Ltd.

**Me David Vaillancourt**  
**AFFLECK GREENE MCMURTRY LLP**  
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Avocats des défendeurs ayant déjà réglé Hitachi Displays, Hitachi Ltd., Hitachi Canada, Ltd., Hitachi America, Ltd., and Hitachi Electronics Devices (USA), Inc.

**Me Sandra A. Forbes**  
**Me Chantelle Spagnola**  
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Avocats des défendeurs ayant déjà réglé Innolux Corporation, the successor in interest to Chi Mei Optoelectronics Corporation, and formerly known as Chimei Innolux Corporation

**Me Robert E. Kwinter**  
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Avocats des défendeurs ayant déjà réglé Samsung Electronics Co., Ltd. and Samsung Electronics Canada Inc.

**Me David Kent**  
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Avocats des défendeurs ayant déjà réglé Epson Imaging Devices Corporation (formerly known as Sanyo Epson Imaging Devices Corporation).

**Me James Musgrove**  
**Me Jeffrey Simpson**  
**MCMILLAN LLP**  
Brookfield Place, Suite 4400  
181 Bay Street  
Toronto ON M5J 2T3

Avocats des défendeurs ayant déjà réglé Chunghwa Picture Tubes, Ltd.

**Me Kloé Sévigny**  
**FONDS D'AIDE AUX ACTIONS COLLECTIVES**  
1, rue Notre-Dame, Est, bureau 10.30  
Montréal QC H2Y 1B6

Avocates du Fonds d'aide aux actions collectives

Date d'audience : 10 mars 2021

**DISTRIBUTION PROTOCOL – THIRD DISTRIBUTION  
IN THE MATTER OF THE LCD LARGE SCREEN PRODUCTS CLASS ACTION  
SETTLEMENTS**

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## PREVIOUS DISTRIBUTIONS

1. A first distribution (the “**First Distribution**”) occurred in the context of the following settlements:
  - (a) Chunghwa Picture Tubes Ltd., dated May 11, 2009;
  - (b) Epson Imaging Devices Corporation (formerly known as Sanyo Epson Imaging Devices Corporation), dated August 2, 2011;
  - (c) Samsung Electronics Co., Ltd. and Samsung Electronics Canada Inc., dated April 29, 2013;
  - (d) Innolux Corporation (successor to Chi Mei Optoelectronics Corporation), which also releases claims against Chi Mei Corporation, Chi Mei Optoelectronics USA, Inc, Chi Mei Optoelectronics Japan Co., Ltd., Nexgen Mediatech, Inc., and Nexgen Mediatech, dated September 5, 2013; and
  - (e) Japan Display Inc. (successor to Hitachi Displays, Ltd.) on its behalf and on behalf of Hitachi Ltd., Hitachi Canada, Ltd., Hitachi America Ltd., Hitachi Electronics Devices (USA) Inc., dated September 10, 2013.
2. As part of the First Distribution, Eligible Settlement Class Members were paid 2.45% of their Eligible LCD Product Purchases.
3. A second distribution (the “**Second Distribution**”) occurred in the context of the following settlements:
  - (a) Toshiba Corporation, Toshiba Mobile Display Co., Ltd. (formerly known as Toshiba Matsushita Display Technology Co., Ltd. and subsequently known as Japan Display Central Inc. and now part of Japan Display Inc.), Toshiba America Inc. (incorrectly named as Toshiba America Corporation), and Toshiba of Canada Limited, dated May 12, 2016; and



- (b) AU Optronics Corporation and AU Optronics Corporation America, dated May 17, 2016.
  - (c) LG Display Co., Ltd., LG Philips LCD Co., Ltd., LG Display America, Inc. and LG Philips LCD America, Inc., dated November 3, 2016.
  - (d) HannStar Display Corporation, dated February 7, 2017.
4. As part of the Second Distribution, New Claimants were paid 2.45% of their Eligible LCD Product Purchases. Both Original Claimants and New Claimants were paid an additional 1.25% of their Eligible LCD Product Purchases, except that Original Claimants whose entitlement would have resulted in a payment of less than \$10 did not receive any additional payment.
5. The procedures set forth herein are intended to govern the administration of the settlement agreement entered into with the following Defendants (the “**Third Distribution**”):
- (a) Sharp Corporation (the “Settling Defendant”), Sharp Electronics Corporation, and Sharp Electronics of Canada Ltd., dated September \_\_, 2020 (the “**Settlement Agreement**”).

## **DEFINITIONS**

6. The definitions set out in the Settlement Agreement apply to and are incorporated herein.
7. In addition to the terms defined above, the following definitions apply in this Distribution Protocol:
- (a) **Claim** means the paper or electronic form that a Settlement Class Member submitted in the First Distribution or the Second Distribution.

- (b) ***Eligible LCD Products Purchases*** means the value of the Settlement Class Member's LCD Product Purchases in respect of which the Settlement Class Member was entitled to settlement benefits in accordance with the First Distribution Protocol and/or the Second Distribution Protocol.
- (c) ***Eligible Settlement Class Members*** means the top 500 claimants from the First Distribution and the Second Distribution based on claim value, and Late Claimants.
- (d) ***First Distribution Protocol*** means the distribution protocol governing the First Distribution.
- (e) ***Late Claimants*** means Settlement Class Members who filed a Claim in the Second Distribution after the Claim Filing Deadline (as defined in the Second Distribution Protocol) and whose Claim was approved by the Claims Administrator.
- (f) ***Net Settlement Amount*** means the aggregate of: (i) residual funds from the Second Distribution; (ii) \$1 million of the holdback from the Second Distribution to account for litigation expenses; (iii) any costs awards issued in favour of the Plaintiffs (net of any amounts applied by Class Counsel against disbursements and/or adverse costs awards); (iv) the Settlement Amount recovered pursuant to the Settlement Agreement; and (v) interest accrued on the foregoing; less: (i) Class Counsel Fees as approved by the Courts; (ii) Administration Expenses; and (iii) taxes (including interest and penalties) payable with respect to accrued interest.
- (g) ***Second Distribution Protocol*** means the distribution protocol governing the Second Distribution.

## **DISTRIBUTION OF NET SETTLEMENT FUNDS**

### **Calculation of Payments**

8. Late Claimants will be paid up to 3.70% of their Eligible LCD Product Purchases.
9. After Late Claimants are paid 3.70% of their Eligible LCD Product Purchases, the remaining Net Settlement Amount will be distributed *prorata* to Eligible Settlement Class Members based on the Eligible Settlement Class Members' Eligible LCD Product Purchases.

### **Payment of Approved Claims**

10. The Claims Administrator shall report to Class Counsel the particulars of the proposed distribution to each Eligible Settlement Class Member.
11. The Claims Administrator shall make arrangements to pay approved Claims as expeditiously as possible. Payments will be issued by cheque.

### **Residual Funds**

12. To the extent that the full Net Settlement Amount is not paid out due to uncashed cheques, residual interest or otherwise:
  - (a) If the amount is equal to or less than \$20,000, such monies shall be paid to Pro Bono Canada, less any amounts payable to the Quebec Fonds d'aide aux actions collectives, as calculated pursuant to paragraph 13.
  - (b) If the amount is greater than \$20,000, further direction of the Ontario Court will be sought.
13. The *cy pres* payments shall be less any amounts payable to the Fonds d'aide aux actions collectives, pursuant to section 42 of the *Act respecting the Fonds d'aide aux actions collectives*, CQLR c. F-3.2.0.1.1 and calculated in accordance with Article 1. (1°) of the Regulation respecting the percentage withheld by the *Fonds d'aide aux actions*

*collectives*, R.S.Q. c. F-3.2.0.1.1, r. 2. For the purposes of calculating the amount payable to the *Fonds d'aide aux actions collectives*, 23.6%<sup>1</sup> of the *cy pres* payment will be notionally allocated to Quebec.

#### **Undeliverable Mail**

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

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

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

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

##### **Communication**

17. The Claims Administrator shall dedicate sufficient personnel to respond to Settlement Class Members' inquiries in English or French, as the Settlement Class Member elects.

##### **Reporting**

18. The Claims Administrator shall provide regular reports to Class Counsel regarding the administration.
19. The Claims Administrator shall provide any reports requested by the Ontario Court.

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

## **CONFIDENTIALITY & DISPOSITION OF CLAIM SUBMISSIONS**

20. Subject to paragraph 21, the Claims Administrator shall preserve, in hard copy or electronic form, as the Claims Administrator deems appropriate, Claim Forms, documents relating to the Claim Forms, and documents relating to the claims administration, including customer and sales information provided by the Defendants, until three (3) years after the Net Settlement Amount has been paid out to Settlement Class Members, and at such time shall destroy such documents by shredding, deleting, or such other means as will render the materials permanently illegible.
21. If, as part of the First Distribution or Second Distribution, a Settlement Class Member consented to its information being preserved and used by the Claims Administrator in the future administration of settlement agreements relating to alleged price-fixing of other electronic components, the Claims Administrator may retain the information. The information shall continue to be treated as strictly private and confidential and subject to the protections of the *Personal Information Protection and Electronic Documents Act*, SC 2000 c 5, and shall not be disclosed without the express written consent of the Settlement Class Member, except in accordance with the Settlement Agreement, orders of the Courts and/or this Distribution Protocol.