



Amended pursuant to Supreme Court Rule 6-1(1)(a).
Original Notice of Civil Claim
filed November 19, 2012.

No. VLC-S-S-128141
Vancouver Registry

In the Supreme Court of British Columbia

Between

Jonathan Cruz

Plaintiff

and

LG Chem Ltd., LG Chem America, Inc., LG Electronics Canada, Panasonic Corp., Panasonic Corporation of North America, Sanyo Electric Co., Ltd., Sanyo North America Corporation, Panasonic Canada Inc., Samsung SDI Co. Ltd., Samsung SDI America, Inc., Samsung SDI Mexico, S.A. de C.V., Samsung SDI (Hong Kong) Ltd., Tianjin Samsung SDI Co., Ltd., Shanghai Samsung SVA Electronic Devices Co., Ltd., Samsung Electronics Canada Inc., Sony Corporation, Sony Energy Devices Corporation, Sony Electronics, Inc., Sony of Canada Ltd., Hitachi, Ltd., Hitachi Canada, Ltd., Hitachi-Maxell, Ltd., Maxell Corporation of America and Maxell Canada

Defendants

BROUGHT UNDER THE CLASS PROCEEDINGS ACT, R.S.B.C. 1996, c. 50

AMENDED NOTICE OF CIVIL CLAIM

This action has been started by the plaintiff for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (c) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (d) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

Time for response to civil claim

A response to civil claim must be filed and served on the plaintiff,

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

PART 1: STATEMENT OF FACTS

1. This action arises from a conspiracy to fix, raise, maintain, or stabilize prices of Lithium Ion Rechargeable Batteries, as defined in paragraph 5 below, sold in Canada and elsewhere. During the Class Period, defined at paragraph 38 below, the Defendants and their senior executives participated in illegal and secretive meetings and made agreements relating to the prices for Lithium Ion Rechargeable Batteries.

2. The plaintiff, Jonathan Cruz, is a photographer in Vancouver, British Columbia. He purchased replacement Lithium Ion Rechargeable Batteries for use in portable cameras during the Class Period as defined in paragraph 38 below.

Lithium Ion Rechargeable Batteries

3. Lithium Ion Rechargeable Batteries were introduced in or around 1991, and now dominate the global market for rechargeable batteries. Because of their superior performance characteristics, and their small size, Lithium Ion Rechargeable Batteries have become the standard battery used in consumer electronic products, such as cell phones, notebook computers, digital cameras, and power tools ("Products Containing Lithium Ion Rechargeable Batteries"). Consumers may purchase Lithium Ion Rechargeable Batteries or Products Containing Lithium Ion Rechargeable Batteries.
4. Lithium Ion Rechargeable Batteries are generally divided into four different types: small cylindrical, large cylindrical, pouch, and prismatic. Each Defendant manufactures and markets each of these types of Lithium Ion Rechargeable Batteries. Additionally, lithium ion polymer batteries have more freedom in battery shape.
5. Lithium Ion Rechargeable Batteries, as defined herein, include cylindrical, prismatic, pouch, and polymer Lithium Ion Rechargeable Batteries.

The Defendants

6. The Defendants manufacture, market, and sell Lithium Ion Rechargeable Batteries throughout Canada and the world. The Defendants collectively controlled approximately 70-90% of the worldwide market for Lithium Ion Rechargeable Batteries throughout the Class Period as defined in paragraph 38.
7. The Defendants named herein are jointly and severally liable for the actions of, and damages allocable to, their co-conspirators.

8. Where a particular entity within a corporate family of Defendants engaged in anti-competitive conduct, it did so on behalf of all entities within that corporate family. The individual participants in the conspiratorial meetings and discussions entered into agreements on behalf of, and reported these meetings and discussions to, their respective corporate families.

LG Chem Ltd.

9. LG Chem, Ltd. is a Korean corporation with its principal place of business at 20 Yeouido-dong, Yeongdeungpo-gu, Seoul, Korea. LG Chem is an affiliate of Seoul-based conglomerate LG Electronics. LG Chem is one of the world's leading manufacturers of Lithium Ion Rechargeable Batteries.
10. LG Chem America, Inc. is a New Jersey corporation with its principal place of business at ~~1000~~ 910 Sylvan Avenue, Englewood Cliffs, New Jersey, 07632. LG Chem America is a wholly owned subsidiary of LG Chem.
11. LG Electronics Canada is a Canadian company with its primary place of business at 550 Matheson Boulevard East, Mississauga, Ontario, Canada L4Z 4G3. LG Electronics Canada sells Lithium Ion Rechargeable Batteries through Reliable Parts Ltd., which is a LG Canada authorized parts distributor.
12. Defendants LG Chem, Ltd., LG Chem America, Inc., and LG Electronics Canada are referred to collectively as "LG". During the Class Period defined in paragraph 38 below, LG produced, marketed, and/or sold Lithium Ion Rechargeable Batteries to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates, and/or subsidiaries.

Panasonic Corp.

13. Panasonic Corp. is a Japanese corporation with its principal place of business at 1006 Ozaz Kadoma, Osaka 571-8501, Japan. Up until approximately October 1, 2008, Panasonic Corp. was known as Matsushita Electric Industrial Co., Ltd. Panasonic Corp. manufactures and sells Lithium Ion Rechargeable Batteries under the Panasonic name and also under the name of Defendant and wholly

owned subsidiary Sanyo Electric Co., Ltd. With respect to those batteries sold under the Panasonic name, they are produced under Panasonic's internal division called "Energy Company". Panasonic Corp. is one of the world's leading manufacturers of Lithium Ion Rechargeable Batteries.

14. Panasonic Corporation of North America, formerly known as Matsushita Electric Corporation of America, is a Delaware Corporation with its principal place of business at 1 Panasonic Way, Secaucus, New Jersey. Panasonic Corporation of North America is a wholly owned and controlled subsidiary of Panasonic Corporation.
15. Sanyo Electric Co., Ltd. is a Japanese corporation with its principal place of business at 5-5 Keihan-Hondori, 2-chome, Moriguchi, Osaka 570-8677, Japan. Sanyo is one of the largest manufacturers and suppliers of Lithium Ion Rechargeable Batteries in the world. As of December 9, 2009, Sanyo became a wholly owned subsidiary of Panasonic Corporation.
16. Sanyo North America Corporation is a Delaware corporation with ~~its principal place of business at 2055 Sanyo Avenue, San Diego, California 92154~~an address for service of legal process c/o CSC - Lawyers Incorporating Service, 2710 Gateway Oaks Dr Ste 150N, Sacramento CA 95833. Sanyo North America Corporation is a wholly owned subsidiary of Sanyo Electric Co., Ltd.
17. Panasonic Canada Inc. has its principal place of business at 5770 Ambler Drive, Mississauga, Ontario, Canada, L4W 2T3.
18. The businesses of Panasonic Corp., Panasonic Corporation of North America, Sanyo Electric, Co., Ltd., Sanyo North America Corporation, and Panasonic Canada Inc. are referred to collectively as "Panasonic". During the Class Period defined at paragraph 38 below, Panasonic produced, marketed, and/or sold Lithium Ion Rechargeable Batteries to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates, and/or subsidiaries.

Samsung SDI Co.

19. Samsung SDI Co., Ltd. is a Korean corporation with its principal place of business at 575 Shin-Dong, Youngtong-Gu, Suwon, Gyeonggi, South Korea. Samsung SDI Co., Ltd. is 20% owned by the Korean conglomerate Samsung Electronics, Inc. Samsung SDI Co., Ltd. is the world's largest manufacturer of Lithium Ion Rechargeable Batteries.
20. Samsung SDI America, Inc. is a California corporation with its principal place of business at 85 W. Tasman Drive, San Jose, CA 95134-1703. Samsung SDI America, Inc. is a wholly owned subsidiary of Samsung SDI.
21. Samsung SDI Mexico, S.A. de C.V. is a Mexican company with its principal place of business located at Blvd. Los Olivos, No. 21014, Parque Industrial El Florido, Tijuana, B.C. Mexico.
22. Samsung SDI (Hong Kong) Ltd. is a Hong Kong, China company with its principal place of business at 8 F Central Plaza No 18 Harbour Rd Wanchai, Hong Kong, China.
23. Tianjin Samsung SDI Co., Ltd. is a Chinese company with its principal place of business at Developing Zone of Yi-Xian Park, Wuqing County, Tianjin, China.
24. Shanghai Samsung SVA Electronic Devices Co., Ltd. is a Chinese company with its principal place of business at No 389 Rongledong Rd, Songjiang Industrial Area, Shanghai, China.
25. Samsung Electronics Canada Inc. has its principal place of business at 55 Standish Court, Mississauga, Ontario, Canada, L5R 4B2, and is a subsidiary of Samsung Electronics Co. Ltd.
26. Samsung SDI Co., Ltd., Samsung SDI America, Inc., Samsung SDI Mexico, S.A. de C.V., Samsung SDI (Hong Kong) Ltd., Tianjin Samsung SDI Co., Ltd., Shanghai Samsung SVA Electronic Devices Co., and Samsung Electronics Canada Inc. are referred to herein as "Samsung". During the Class Period

defined at paragraph 38 below, Samsung produced, marketed, and/or sold Lithium Ion Rechargeable Batteries to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates, and/or subsidiaries.

Sony Corp.

27. Sony Corporation is a Japanese company with its principal place of business at 7-1 Konan 1-Chome, Minato-Ku, Tokyo, Japan. Sony Corporation invented the Lithium Ion Rechargeable Battery in 1991 and since then has been one of the world's leading suppliers of Lithium Ion Rechargeable Batteries.
28. Sony Energy Devices Corporation is a Japanese corporation with its principal place of business at 1-1 Shimosugishita, Takakura, Hiwada-machi, Koriyama-shi, Fukushima, Japan. Sony Energy Devices Corporation is a wholly owned subsidiary of Sony Corporation. Sony Corporation manufactures its Lithium Ion Rechargeable Batteries through its Sony Energy Devices Corporation subsidiary. Sony Energy Devices Corporation manufactures its Lithium Ion Rechargeable Batteries at plants located in Japan, Singapore, and China.
29. Sony Electronics, Inc. is a Delaware corporation with its principal place of business at 16530 Via Esprillo, San Diego, CA 92127. Sony Electronics, Inc. is a wholly owned subsidiary of defendant Sony Corporation.
30. Sony of Canada Ltd. has its principal place of business at 115 Gordon Baker Road, Toronto, Ontario, M2H 3R6.
31. Sony Corporation, Sony Energy Devices Corporation, Sony Electronics, Inc., and Sony of Canada Ltd. are referred to herein as "Sony". During the Class Period defined at paragraph 38 below, Sony produced, marketed, and/or sold Lithium Ion Rechargeable Batteries to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates, and/or subsidiaries.

Hitachi

32. Hitachi, Ltd. is a Japanese company with its principal place of business at 6-6, Marunouchi 1-chome, Chiyoda-ku, Tokyo 100-8280, Japan. Hitachi, Ltd. manufactures and sells Lithium Ion Rechargeable Batteries through its Components and Devices Business Unit.
33. Hitachi Canada, Ltd. is a Canadian company with its principal place of business at 1-2495 Meadowpine Blvd., Mississauga, Ontario, L5N 6C3, Canada.
34. Hitachi-Maxell, Ltd. is a Japanese corporation with its principal executive office at 2-18-2 Iidabashi, Chiyoda-ku, Tokyo, 102-8521 Japan. Hitachi-Maxell, Ltd. is a wholly owned subsidiary of Hitachi, Ltd. Hitachi-Maxell, Ltd. was founded in 1960 and manufactures and sells batteries through its batteries business unit.
35. Maxell Corporation of America is a New Jersey corporation with its principal executive offices at 3 Garrett Mountain Plaza, 3rd Floor, Suite 300, Woodland Park, New Jersey, 07424.
36. Maxell Canada is a Canadian company with its principal place of business at 50 Locke Street, Unit #2, Concord, Ontario, Canada L4K 5R4, or 237 Romina Drive, Suite 200, Concord, ON L4K 4V3
37. Hitachi, Ltd., Hitachi-Maxell, Ltd., Maxell Corporation of America, and Maxell Canada are referred to herein as "Hitachi". During the Class Period defined at paragraph 38 below, Hitachi produced, marketed, and/or sold Lithium Ion Rechargeable Batteries to customers throughout Canada, either directly or indirectly through the control of its predecessors, affiliates, and/or subsidiaries.

The Classes and the Class Periods

38. This action is brought on behalf of members of a class (the "Class Members") consisting of the plaintiff and all British Columbia resident persons who, during some or all of the period from January 1, 2002 to January 1, 2012 (the "Class

Period”), purchased Lithium Ion Rechargeable Batteries, or Products Containing Lithium Ion Rechargeable Batteries.

Factual Background to the Lithium Ion Rechargeable Batteries Industry

39. The structure of the Lithium Ion Rechargeable Batteries industry encourages and facilitates the conspiracy alleged within.

Industry Development

40. Lithium Ion Rechargeable Batteries were introduced by Sony in 1991. First used in advanced consumer electronics products, mobile phones, digital and video cameras, and laptop computers, their use is constantly expanding into all portable applications within consumer electronics, medical technology, and military systems.

Industry Structure and Market Concentration

41. During the Class Period, the defendants were the dominant suppliers of Lithium Ion Rechargeable Batteries both in Canada and internationally. The market share of the alleged cartel members never fell below 70%, and reached to almost 90% in some years.
42. Between 1991-1999, the market for Lithium Ion Rechargeable Batteries was dominated, if not exclusively controlled by, Sony and Panasonic located in Japan. In 1999, LG became the first Korean manufacturer of Lithium Ion Rechargeable Batteries, followed closely by Samsung.

High Barriers to Entry

43. The market for the manufacture and sale of Lithium Ion Rechargeable Batteries is subject to high manufacturing and technological barriers to entry. Efficient fabrication plants are large and costly. Lithium Ion Rechargeable Batteries are also subject to technological advances, so that firms within the industry must undertake significant research and development expenses. Further barriers

include required government approval of manufacturing plants and compliance with costly environmental regulations.

Size of Market

44. The global market for Lithium Ion Rechargeable Batteries was \$11 billion in 2010.

Lack of Close Substitutes

45. There are no close substitutes for Lithium Ion Rechargeable Batteries.
46. Lithium Ion Rechargeable Batteries possess certain unique performance qualities which make them the most popular form of rechargeable battery. Because of these characteristics, Lithium Ion Rechargeable Batteries are not interchangeable with other types of secondary or rechargeable batteries.
47. Lithium Ion Rechargeable Batteries are the only rechargeable batteries that do not suffer from any "memory effect" whereby a battery can only be recharged to a lower capacity than its original strength. Lithium Ion Rechargeable Batteries are unique in that there is no risk of reducing the capacity of the battery when only partially charging the battery.
48. A second feature which makes Lithium Ion Rechargeable Batteries unique is that they are more powerful than all other types of rechargeable batteries. The nominal voltage of a Lithium Ion Rechargeable Battery is nearly three times more powerful than one of the closest battery substitutes.
49. Lithium Ion Rechargeable Batteries also possess a higher "energy density", both per weight and per volume, than other types of rechargeable batteries. Essentially, a lighter and smaller Lithium Ion Rechargeable Battery can generate the same amount of electricity as a heavier and larger battery of a different type.
50. Lithium Ion Rechargeable Batteries also retain their charge when idle better than other types of rechargeable batteries.

The Conspiracy to Fix Lithium Ion Rechargeable Batteries Prices

51. During the Class Period, the Defendants and unnamed co-conspirators conspired and/or agreed with each other to fix, maintain, increase, and control the price for the supply of Lithium Ion Rechargeable Batteries and/or enhance unreasonably the prices of Lithium Ion Rechargeable Batteries and to lessen unduly competition in the sale of Lithium Ion Rechargeable Batteries in Canada and elsewhere.

52. During the Class Period, senior executives and employees of the Defendants, acting in their capacities as agents for the Defendants, engaged in communications, conversations, and attended meetings with each other at times and places, some of which are unknown to the plaintiff. As a result of the communications and meetings the Defendants and unnamed co-conspirators unlawfully conspired and/or agreed to:
 - (a) unreasonably enhance the prices of Lithium Ion Rechargeable Batteries in Canada and elsewhere;
 - (b) fix, maintain, increase, or control the prices of Lithium Ion Rechargeable Batteries in Canada and elsewhere;
 - (c) monitor and enforce adherence to an agreed-upon pricing scheme; and
 - (d) lessen unduly competition in the sale and of Lithium Ion Rechargeable Batteries in Canada and elsewhere.

53. In furtherance of the conspiracy, during the Class Period, the Defendants and/or their servants and agents:
 - (a) fixed, maintained, increased, controlled, and/or enhanced unreasonably the prices of Lithium Ion Rechargeable Batteries in Canada and elsewhere;

- (b) communicated secretly, in person and by telephone, to discuss and fix prices of Lithium Ion Rechargeable Batteries;
 - (c) made formal agreements with respect to the prices of Lithium Ion Rechargeable Batteries;
 - (d) exchanged information regarding the prices of Lithium Ion Rechargeable Batteries for the purposes of monitoring and enforcing adherence to the agreed-upon prices;
 - (e) took active steps to, and did, conceal the unlawful conspiracy from their customers; and
 - (f) disciplined any corporation which failed to comply with the conspiracy.
54. The Defendants were motivated to conspire and their predominant purposes and predominant concerns were:
- (a) to harm the plaintiff and other persons in Canada who purchased Lithium Ion Rechargeable Batteries by requiring them to pay unlawfully high prices for Lithium Ion Rechargeable Batteries; and
 - (b) to illegally increase their profits on the sale of Lithium Ion Rechargeable Batteries.
55. The Canadian subsidiaries of the foreign Defendants participated in and furthered the objectives of the conspiracy by knowingly modifying their competitive behaviour in accordance with instructions received from their respective parent companies, and thereby acted as agents in carrying out the conspiracy and are liable for such acts.
56. The acts alleged in this claim to have been done by each corporate Defendant were authorized, ordered, and done by each corporate Defendant's officers, directors, agents, employees, or representatives while engaged in the management, direction, control, or transaction of its business affairs.

Causes of Action

Civil Conspiracy

57. The acts particularized in paragraphs 51 to 56 were unlawful acts directed towards the plaintiff and other purchasers of Lithium Ion Rechargeable Batteries, as well as persons who acted as agents for the sale of Lithium Ion Rechargeable Batteries, which unlawful acts the Defendants knew in the circumstances would likely cause injury to the plaintiff and other class members and, as such, the Defendants are liable for the tort of civil conspiracy.

Breach of the Competition Act

58. Further, or alternatively, the acts particularized in paragraphs 51 to 56 are in breach of section 45 of Part VI of the *Competition Act*, RSC 1985, c 19 (2nd Suppl.) (the "*Competition Act*") and render the defendants jointly and severally liable to pay damages and costs of investigation pursuant to section 36 of the *Competition Act*. Further, the Canadian subsidiaries of the foreign defendants are liable to the plaintiff and the other Class Members pursuant to s. 36 of the *Competition Act* for acts in contravention of s. 46(1) of the *Competition Act*.
59. Specifically, in committing the acts particularized in paragraphs 51 to 56, the defendants conspired to fix, maintain, increase, or control the price of Lithium Ion Rechargeable Batteries sold to the plaintiff and other purchasers of Lithium Ion Rechargeable Batteries and products containing Lithium Ion Rechargeable Batteries.

Unlawful Interference with Economic Interests

60. Further, or alternatively, the acts particularized in paragraphs 51 to 56 were unlawful acts undertaken by the Defendants with the intent to injure the plaintiff and other Class Members, as well as persons who acted as agents for the sale of Lithium Ion Rechargeable Batteries and, as such, the Defendants are liable for the tort of intentional interference with economic interests.

61. The plaintiff and other Class Members suffered damages as a result of the defendants' unlawful interference with their economic interests.

Damages

62. The plaintiff and the Class Members have suffered the following damages:

- (a) the prices of Lithium Ion Rechargeable Batteries and Products Containing Lithium Ion Rechargeable Batteries have been enhanced unreasonably at artificially high and non-competitive levels; and
- (b) competition in the sale of Lithium Ion Rechargeable Batteries has been unduly restrained.

63. During the Class Period, the plaintiff and the other Class Members purchased Lithium Ion Rechargeable Batteries and Products Containing Lithium Ion Rechargeable Batteries. By reason of the alleged violations of the *Competition Act* and the common law, the plaintiff and the other Class Members paid more for those Lithium Ion Rechargeable Batteries and Products Containing Lithium Ion Rechargeable Batteries than they would have paid in the absence of the illegal conspiracy and, as a result, the plaintiff and the other Class Members have suffered damages (the "Overcharge").

64. The plaintiff asserts that the Overcharge is capable of being quantified on an aggregate basis as the difference between the prices actually paid by the class members and the prices which would have been paid in the absence of the unlawful conspiracy.

Punitive Damages

65. The plaintiff asserts that the Defendants' conduct was high-handed, outrageous, reckless, wanton, entirely without care, deliberate, callous, disgraceful, wilful, in contumelious disregard of the plaintiff's rights and the rights of the Class Members, and as such renders the Defendants liable to pay aggravated, exemplary and punitive damages.

Unjust Enrichment, Constructive Trust, and Waiver of Tort

66. The plaintiff says that he and the other Class Members are entitled to recover under restitutionary principles.
67. The Defendants have each been unjustly enriched by the receipt of the Overcharge. The plaintiff and the Class Members have suffered a deprivation in the amount of such Overcharge.
68. Since the Overcharge that was received by the Defendants from the plaintiff and the Class Members resulted from the Defendants' wrongful or unlawful acts, there is and can be no juridical reason justifying the Defendants' retaining any part of it.
69. The Defendants are constituted as constructive trustees in favour of the plaintiff and the Class Members for the entire Overcharge because, among other reasons:
 - (a) the Defendants were unjustly enriched by receipt of the Overcharge;
 - (b) the Class Members suffered a deprivation by paying the Overcharge;
 - (c) the Defendants engaged in inappropriate conduct and committed wrongful acts by engaging in the conspiracies alleged in this claim;
 - (d) the Overcharge were acquired in such circumstances that the Defendants may not in good conscience retain them;
 - (e) justice and good conscience require the imposition of a constructive trust;
 - (f) the integrity of the marketplace would be undermined if the court did not impose a constructive trust; and
 - (g) there are no factors that would, in respect of the artificially induced overcharge, render the imposition of a constructive trust unjust.

70. The plaintiff pleads that equity and good conscience requires the Defendants to hold the Overcharge in trust for the plaintiff and the other Class Members and to disgorge that amount to the plaintiff and the other Class Members.

Jurisdiction

71. There is a real and substantial connection between British Columbia and the facts alleged in this proceeding. The plaintiff and other Class Members plead and rely upon the *Court Jurisdiction and Proceedings Transfer Act*, RSBC 2003, c 28 (the "CJPTA") in respect of the Defendants. Without limiting the foregoing, a real and substantial connection between British Columbia and the facts alleged in this proceeding exists pursuant to sections 10 (f) – (i) of the *CJPTA* because this proceeding:

(f) concerns restitutionary obligations that, to a substantial extent, arose in British Columbia;

(g) concerns a tort committed in British Columbia;

(h) concerns a business carried on in British Columbia; and

(i) is a claim for an injunction ordering a party to do or refrain from doing anything in British Columbia.

PART 2: RELIEF SOUGHT

72. The plaintiff, on his own behalf, and on behalf of the Class Members, claims against the Defendants:

(a) a declaration that the Defendants, and each of them, conspired each with the other to raise, maintain, fix, and stabilize the price of Lithium Ion Rechargeable Batteries during the Class Period, in violation of statutory, common law, and equitable laws as alleged in this claim;

(b) an order certifying this action as a class proceeding against the Defendants and appointing the plaintiff as representative plaintiff in respect of the Class Members;

- (c) general damages for conspiracy and unlawful interference with economic interests;
- (d) general damages for conduct that is contrary to Part VI of the *Competition Act*;
- (e) punitive damages;
- (f) an injunction enjoining the Defendants from conspiring or agreeing with each other, or others, to raise, maintain, fix, or stabilize the price of Lithium Ion Rechargeable Batteries;
- (g) costs of investigation and prosecution of this proceeding pursuant to section 36 of the *Competition Act*;
- (h) pre-judgment and post-judgment interest pursuant to the *Court Order Interest Act*, RSBC 1996, c 78, s 128; and
- (i) such further and other relief as to this Honourable Court may seem just.

PART 3: LEGAL BASIS

- 73. The plaintiff pleads and relies upon the *Class Proceedings Act*, RSBC, 1996 c 50, the *Competition Act*, and the *CJPTA*.
- 74. Further, the plaintiff claims that the acts particularized above were unlawful acts directed towards the plaintiff and the other Class Members, which unlawful acts the Defendants knew in the circumstances would likely cause injury to the plaintiff and the other Class Members, and the Defendants are each jointly and severally liable for the tort of civil conspiracy.
- 75. Further, the predominant purpose of the acts particularized above was to injure the plaintiff and the other Class Members and the Defendants are each jointly and severally liable for the tort of civil conspiracy.

76. Further, the acts particularized above were unlawful acts intended to cause the plaintiff and the other Class Members economic loss and constituted unlawful interference with the economic interests of the Class Members and render each of the Defendants jointly and severally liable to pay the resulting damages.
77. Further, and in the alternative in the circumstances set out above, the plaintiff and other Class Members are entitled to claim based on equitable and restitutionary principles.

Plaintiff's address for service:

CAMP FIORANTE MATTHEWS MOGERMAN
#400 – 856 Homer Street
Vancouver, BC V6B 2W5

Tel: (604) 689-7555
Fax: (604) 689-7554

Email: service@cfmlawyers.ca

Defendants' addresses for service:

TO: LG Chem, Ltd.
20 Yeouido-dong, Yeongdeungpo-Gu
Soeul, Korea

AND TO: LG Chem America, Inc.
~~1000~~ 910 Sylvan Avenue, Englewood Cliffs
New Jersey, 07632 USA

AND TO: LG Electronics Canada
550 Matheson Boulevard East,
Mississauga, Ontario, L4Z 4G3.

AND TO: Panasonic Corp.
1006 Ozaz Kadoma,
Osaka, 571-8501 Japan

AND TO: Panasonic Corporation of North America
1 Panasonic Way, Secaucus
New Jersey, 07094 USA

AND TO: Sanyo Electric Co., Ltd.
5-5 Keihan-Hondori, 2-chome
Moriguchi, Osaka, 570-8677 Japan

AND TO: Sanyo North America Corporation
~~2055 Sanyo Avenue~~
~~San Diego, California 92154 USA~~
c/o CSC - Lawyers Incorporating Service
2710 Gateway Oaks Dr Ste 150N
Sacramento, CA 95833 USA

AND TO: Panasonic Canada Inc.
5770 Ambler Drive,
Mississauga, Ontario, L4W 2T3

AND TO: Samsung SDI Co., Ltd.
575 Shin-Dong, Youngtong-Gu
Suwon, Gyeonggi South Korea

AND TO: Samsung SDI America, Inc.
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AND TO: Samsung SDI Mexico, S.A. de C.V.
Blvd. Los Olivos, No. 21014,
Parque Industrial El Florido,
Tijuana, B.C. Mexico

AND TO: Samsung SDI (Hong Kong) Ltd.
8 F Central Plaza
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Wanchai, Hong Kong, China

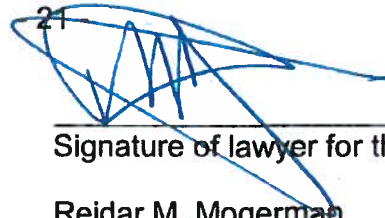
AND TO: Tianjin Samsung SDI Co., Ltd.
Developing Zone of Yi-Xian Park,
Wuqing County, Tianjin, China

AND TO: Shanghai Samsung SVA Electronic Devices Co., Ltd.
No 389 Rongledong Rd
Songjiang Industrial Area
Shanghai China

AND TO: Samsung Electronics Canada Inc.
55 Standish Court,
Mississauga, Ontario, L5R 4B2

- AND TO: Sony Corporation**
7-1 Konan 1-Chome, Minato-Ku
Tokyo, Japan
- AND TO: Sony Energy Devices Corporation**
1-1 Shimosugishita, Takakura, Hiwada-machi
Koriyama-shi, Fukushima, Japan
- AND TO: Sony Electronics, Inc.**
16530 Via Esprillo, San Diego
California, 92127 USA
- AND TO: Sony of Canada Ltd.**
115 Gordon Baker Road,
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- AND TO: Hitachi, Ltd.**
6-6, Marunouchi 1-chome,
Chiyoda-ku, Tokyo 100-8280 Japan
- AND TO: Hitachi Canada, Ltd.**
1-2495 Meadowpine Blvd.,
Mississauga, Ontario, L5N 6C3
- AND TO: Hitachi-Maxell, Ltd.**
2-18-2 Iidabashi,
Chiyoda-ku, Tokyo 102-8521 Japan
- AND TO: Maxell Corporation of America**
3 Garrett Mountain Plaza, 3rd Floor
Suite 300 Woodland Park
New Jersey, 07424 USA
- AND TO: Maxell Canada**
50 Locke Street, Unit #2,
Concord, ON, L4K 5R4 or
237 Romina Drive, Suite 200
Concord, ON L4K 4V3

Date: November 19, 2012

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Signature of lawyer for the plaintiff

Reidar M. Mogerman

**ENDORSEMENT ON ORIGINATING PLEADING OR PETITION FOR SERVICE
OUTSIDE BRITISH COLUMBIA**

The plaintiff, Jonathan Cruz, claims the right to serve this pleading on the defendants LG Chem Ltd., LG Chem America, Inc., LG Electronics Canada, Panasonic Corp., Panasonic Corporation of North America, Sanyo Electric Co., Ltd., Sanyo North America Corporation, Panasonic Canada Inc., Samsung SDI Co. Ltd., Samsung SDI America, Inc., Samsung SDI Mexico, S.A. de C.V., Samsung SDI (Hong Kong) Ltd., Tianjin Samsung SDI Co., Ltd., Shanghai Samsung SVA Electronic Devices Co., Ltd., Samsung Electronics Canada Inc., Sony Corporation, Sony Energy Devices Corporation, Sony Electronics, Inc., Sony of Canada Ltd., Hitachi, Ltd., Hitachi-Maxell, Ltd., Maxell Corporation of America and Maxell Canada outside British Columbia on the grounds of s. 10(f)-(i) of the Court Jurisdiction and Proceedings Transfer Act in that it concerns restitutionary obligations that, to a substantial extent, arose in British Columbia; concerns a tort committed in British Columbia; concerns a business carried on in British Columbia; and is a claim for an injunction ordering a party to do or refrain from doing anything in British Columbia.

Rule 7-1 (1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
 - (a) prepare a list of documents in Form 22 that lists
 - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
 - (ii) all other documents to which the party intends to refer at trial, and
 - (b) serve the list on all parties of record.

APPENDIX

CONCISE SUMMARY OF NATURE OF CLAIM:

This action arises from a conspiracy to fix, raise, maintain, or stabilize prices of Lithium Ion Rechargeable Batteries sold in North America and worldwide. During the Class Period, the Defendants and their senior executives participated in illegal and secretive meetings and made agreements relating to the prices for Lithium Ion Rechargeable Batteries. The plaintiff and the Class Members suffered damages as a result.

THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- a motor vehicle accident
- medical malpractice
- another cause

A dispute concerning:

- contaminated sites

- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

THIS CLAIM INVOLVES:

- a class action
- maritime law
- aboriginal law
- constitutional law
- conflict of laws
- none of the above
- do not know

1. *Class Proceedings Act*, RSBC, 1996 c 50;
2. *Competition Act* RSC 1985, c 19 (2nd Suppl.); and
3. *Court Jurisdiction and Proceedings Transfer Act*, RSBC 2003, c 28.