

ADMINISTRATION PROTOCOL

IN THE MATTER OF THE CANADIAN SRAM NATIONAL CLASS ACTIONS

INDEX

GENERAL PRINCIPLES OF THE ADMINISTRATION	1
DEFINITIONS	2
THE CLAIMS ADMINISTRATOR’S DUTIES AND RESPONSIBILITIES	3
THE CLAIMS PROCESS	4
Claims Process	4
Claims Filing Deadline	5
Claims Audit	6
Deficiencies	7
Claims Administrator’s Decision	7
THE CLAIMS DISTRIBUTION PROCESS	7
CLASS COUNSEL	8
CONFIDENTIALITY	8

GENERAL PRINCIPLES OF THE ADMINISTRATION

1. This protocol (the “Administration Protocol”) is intended to govern the administration of the Proceeds pertaining to the Canadian SRAM National Class Actions in accordance with the Distribution Protocol.
2. Compensation will be paid in accordance with the court-approved Distribution Protocol to Settlement Class Members who file a valid Claim determined in accordance with the claims process established by this Administration Protocol.
3. Generally, the claims administration shall:
 - (a) establish a claims process including a website and electronic web-based systems and procedures for completing, filing, receiving and adjudicating Claims;
 - (b) employ secure, web-based systems with electronic registration and record keeping wherever possible;
 - (c) provide professional and timely support and assistance to Settlement Class Members applying for compensation;
 - (d) provide efficient and timely adjudication of all Claims made in accordance with industry standards;
 - (e) provide timely payment of all valid Claims;
 - (f) provide complete and timely reporting in respect of all aspects of the claims process;
 - (g) provide for an interest bearing trust account at a Canadian Schedule 1 bank in Canada to hold the Proceeds; and
 - (h) be bilingual in all respects.
4. The only purchase information many Settlement Class Members will be required to report is the quantity of SRAM and each type and quantity of Eligible SRAM Product purchased during the Class Period. Where the Claim is audited pursuant to paragraphs 13 or 14, the Settlement Class Member will be required to provide documentary proof of purchase.

DEFINITIONS

5. For the purpose of this Administration Protocol the following definitions will also apply:
- (a) **Claim** means the claim forms developed for the claims process that a Settlement Class Member must complete and submit by the Claims Filing Deadline.
 - (b) **Claims Administrator** means the person appointed by the Courts to administer the Settlement Agreements and the Distribution Protocol, and any employees of such firm.
 - (c) **Claims Filing Deadline** means the date by which Claims (and any required supporting documentation) must be postmarked or electronically submitted in order for Settlement Class Members to make a Claim as set by the Supervising Court, and any subsequent extension thereto permitted under this Administration Protocol.
 - (d) **Class Counsel** means Camp Fiorante Matthews Mogerma; Sutts, Strosberg LLP, Siskinds LLP; and Bouchard Pagé Tremblay, Avocats s.e.n.c.
 - (e) **Class Period** means the period beginning on January 1, 1998 and ending on December 31, 2005.
 - (f) **Courts** means the Supervising Court, the Ontario Superior Court of Justice, and the Superior Court of Quebec.
 - (g) **Distribution Protocol** means the plan for distributing the Proceeds, in whole or in part, as established by Class Counsel and approved by the Courts.
 - (h) **Eligible SRAM Products** means personal digital assistants, smart phones, desktop computers, servers, routers, switches, and modems.
 - (i) **Orders** means the judgments and orders of the Courts approving the Settlement Agreements and any orders of the Courts approving class counsel fees and disbursements, administration expenses and notice costs.
 - (j) **Proceeds** mean the aggregate amounts recovered pursuant to the Settlement Agreements and all income earned thereon, less the payments that have been and/or will be made therefrom pursuant to the Settlement Agreements and/or Orders.
 - (k) **Settlement Agreements** means the settlement agreements as approved by the Courts in the Canadian SRAM National Class Actions.

- (l) **Settlement Class Members** means the BC Settlement Class Members, Quebec Settlement Class Members, and Ontario Settlement Class Members as certified by their respective Court.
- (m) **SRAM** means all types of static random access memory sold during the Class Period, including, without limitation, high speed SRAM, low-powered SRAM, synchronous SRAM (including both Late Write and DDR synchronous SRAM), asynchronous SRAM (including asynchronous fast SRAM), pseudo SRAM (also known as PSRAM or mobile PSRAM), DDR SRAM, cellular RAM, and slow SRAM.
- (n) **Supervising Court** means the Supreme Court of British Columbia.

THE CLAIMS ADMINISTRATOR'S DUTIES AND RESPONSIBILITIES

6. The Claims Administrator shall administer the Distribution Protocol in accordance with the provisions of the Orders, the Settlement Agreements and this Administration Protocol under the oversight of Class Counsel and the ongoing authority and supervision of the Supervising Court.

7. The Claims Administrator's duties and responsibilities shall include the following:

- (a) providing notice(s) to the Settlement Class Members as may be required;
- (b) receiving the defendants' customer information, including names, addresses and sales information;
- (c) developing, implementing and operating the claims process including a claims website;
- (d) assisting Settlement Class Members and facilitating their Claims;
- (e) making timely decisions in respect of Claims received and notifying the Settlement Class Members of the decision promptly thereafter;
- (f) reporting the results of the claims process and the intended distributions for each claims category to Class Counsel in a timely fashion;
- (g) performing such recalculation of the distributions in those claims categories as may be required by Class Counsel or if ordered by the Supervising Court;
- (h) maintaining the Claims information so as to permit Class Counsel to audit the administration at the discretion of Class Counsel or if ordered by the Supervising Court;

- (i) arranging payment to Settlement Class Members in a timely fashion;
- (j) dedicating sufficient personnel to respond to Settlement Class Members inquiries in English or French, as the Settlement Class Member elects;
- (k) remitting the amounts payable to the Fonds d'aide aux recours collectifs;
- (l) arranging payments of Class Counsel fees and disbursements and administration expenses, as ordered by the Courts;
- (m) reporting to Class Counsel respecting Claims received and administered and administration expenses;
- (n) holding the Proceeds in an interest bearing trust account at a Canadian Schedule 1 bank in Canada and making all payments from the Proceeds from that account as authorized;
- (o) cash management and audit control;
- (p) preparing and submitting reports and records as directed by Class Counsel or the Supervising Court; and
- (q) fulfilling any obligation to report taxable income and make tax payments (including interest and penalties) due with respect to the income earned by the Proceeds.

THE CLAIMS PROCESS

Claims Process

8. Where one or more defendants have identified a Settlement Class Member and provided customer information about that Settlement Class Member, the Claims Administrator may use that customer information to provide notice to the Settlement Class Member and/or as *prima facie* proof of the Settlement Class Member's Claim, provided the Claims Administrator, in its sole discretion, considers that the customer information provided by the defendant(s) is sufficiently accurate to be useful.

9. Generally, the Claim shall require:

- (a) information about the quantum of the Settlement Class Member's SRAM and/or Eligible SRAM Product purchases during the Class Period. The Settlement Class Member can rely on defendant data (where available);

- (b) information that enables the Claims Administrator to categorize the Settlement Class Member's SRAM and/or Eligible SRAM Product purchases according to the purchaser categories identified in the Distribution Protocol;
- (c) disclosure as to whether the Settlement Class Member has received compensation through other proceedings or settlements pertaining to SRAM and/or Eligible SRAM Product purchases and the details of the compensation received and the claim or claims released;
- (d) authorization to the Claims Administrator to contact the Settlement Class Member or its representative for clarification, information and/or to audit the Claim;
- (e) a declaration that the information submitted in the Claim is true and correct and that the SRAM and/or Eligible SRAM Products comprising the Claim have not been submitted for any other compensation claim;
- (f) an option for the Settlement Class Member to consent to receiving communications regarding other class actions that the Settlement Class Member might be affected by; and
- (g) such further and other information as the Claims Administrator may require to process Claims.

10. Settlement Class Members cannot utilize third-party claims services or similar services to file claims. Where a Settlement Class Member uses a third-party claims service or similar service to file a Claim, that Claim will be treated as deficient and the Settlement Class Member will be given an opportunity to cure the deficiency in accordance with paragraph 17. Notwithstanding the foregoing, nothing in this paragraph shall preclude Settlement Class Members from being assisted by Class Counsel or another lawyer of their own choosing in the completion of their Claim, in which case the Settlement Class Member will be responsible for any legal expenses arising from those additional and individual legal services.

Claims Filing Deadline

11. Subject to further directions of the Supervising Court, the completed Claim must be submitted to the Claims Administrator postmarked or electronically submitted no later than the Claims Filing Deadline. If the postmark is not legible, the Claim will be deemed to have been submitted on four business days before it is received by the Claims Administrator.

12. Subject to further directions of the Supervising Court, any Claim not submitted on or before the Claims Filing Deadline will be rejected by the Claims Administrator.

Claims Audit

13. The Claims Administrator shall audit all Claims where the Settlement Class Member has relied in whole or in part on its own purchase records, and the Total SRAM Sum (as per Appendix A of the Distribution Plan) of that portion of the Settlement Class Member's Claim equals \$10,000 or more.

14. The Claims Administrator shall conduct a random audit of at least 10% of Claims where the Settlement Class Member has relied in whole or in part on its own purchase records, and the Total SRAM Sum (as per Appendix A of the Distribution Plan) of that portion of the Settlement Class Member's Claim equals less than \$10,000. At its sole discretion, the Claims Administrator can elect to audit additional Claims.

15. If a Settlement Class Member's Claim is audited, the Settlement Class Member must provide documentary proof of the Settlement Class Member's SRAM and Eligible SRAM Products purchases. Such documentary proof may take any of the following forms:

- (i) invoices, receipts, purchase records or purchase orders, historical accounting records or comparable verification that is acceptable to the Claims Administrator; or
- (ii) statutory declarations by the Settlement Class Member setting out a reasonable estimate of the SRAM or Eligible SRAM Products purchased during the Class Period and an explanation of how that estimate was arrived at.

16. The Claims Administrator shall notify the Settlement Class Member, by email or regular mail, that his/her/its Claim is the subject of an audit and the requirement to provide documentary proof of the Settlement Class Member's SRAM and Eligible SRAM Products purchases in accordance with paragraph 15. The Claims Administrator shall allow the Settlement Class Member thirty (30) days from the date of such notice to provide documentary proof. If documentary proof is not provided within the thirty (30) day period, the Claims

Administrator shall reject the Claim, subject to the deficiency process identified in paragraph 17 below.

Deficiencies

17. If the Claims Administrator finds that deficiencies exist in a Claim, the Claims Administrator shall forthwith notify the Settlement Class Member of the deficiencies. The Settlement Class Member will have thirty (30) days after being informed of a deficiency to correct the deficiencies to the satisfaction of the Claims Administrator.

Claims Administrator's Decision

18. In respect of each Claim, the Claims Administrator shall:

- (a) determine whether the claimant is a Settlement Class Member;
- (b) determine whether the Settlement Class Member has satisfied the Claims requirements;
- (c) calculate the Settlement Class Member's compensation based on the Distribution Protocol; and
- (d) advise the Settlement Class Member of its approval or rejection of the Claim within ninety (90) days of the Claims Filing Deadline (the "Decision Notice").

19. Where the Claims Administrator has rejected or re-categorized all or part of the Claim, the Claims Administrator shall include in the Decision Notice its grounds for so doing.

20. The Claims Administrator's decision will be final and binding upon the Settlement Class Member.

THE CLAIMS DISTRIBUTION PROCESS

21. As soon as practicable after all valid Claims are processed, the Claims Administrator shall report to Class Counsel, stating the particulars of the proposed distribution of the Proceeds.

22. Upon receipt of the Claims Administrator's report, Class Counsel shall forthwith take such steps as they determine may be required pursuant to the provisions of the Distribution

Protocol to finalize compensation payments to Settlement Class Members including, if necessary, an application to the Supervising Court.

23. Once all steps contemplated by paragraph 22 are complete, Class Counsel will instruct the Claims Administrator to make any recalculations of compensation which may be required and pay approved Claims.

24. The Claims Administrator shall make arrangements to pay approved Claims as expeditiously as possible following receipt of Class Counsel's instruction.

CLASS COUNSEL

25. Class Counsel shall oversee the claims process, but shall have no involvement in the adjudication of Claims. Class Counsel may, in consultation with the Claims Administrator, modify provisions of this Administration Protocol, including any time limits or deadlines, during the claims process to enhance the efficacy of the claims process if they consider it is necessary and reasonable for the fair administration of the Distribution Protocol.

CONFIDENTIALITY

26. All information received from the Defendants or the Settlement Class Members is collected, used, and retained by the Claims Administrator pursuant to the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 for the purposes of administering Claims.

27. The information provided by Settlement Class Members is strictly private and confidential and will not be disclosed without the express consent of the Settlement Settlement Class Member, except in accordance with the Settlement Agreements, orders of the Courts and/or the Distribution Protocol.