

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

In Re DYNAMIC RANDOM ACCESS MEMORY  
(DRAM) ANTITRUST LITIGATION

Master File No: M-02-1486-PJH (JCS)

MDL No. 1486

This Document Relates to:

ALL ACTIONS

**CLASS ACTION**

To: ALL PERSONS OR ENTITIES WHO DIRECTLY PURCHASED DRAM (DYNAMIC RANDOM ACCESS MEMORY) IN THE UNITED STATES DURING THE PERIOD OF APRIL 1, 1999 THROUGH JUNE 30, 2002 FROM THE MANUFACTURERS LISTED BELOW, OR THEIR SUBSIDIARIES:

Micron Technology, Inc.,  
Micron Semiconductor Products, Inc.,  
Crucial Technology, Inc.  
Infineon Technologies AG  
Infineon Technologies North America Corp.  
Hynix Semiconductor, Inc.  
Hynix Semiconductor America, Inc.  
Samsung Electronics Co., Ltd.  
Samsung Semiconductor, Inc.

Mosel-Vitelc Technology Corporation  
Mosel-Vitelc Corporation (USA)  
Nanya Technology Corporation  
Nanya Technology Corporation USA  
Winbond Electronics Corporation  
Winbond Electronics Corporation America  
Elpida Memory, Inc.  
Elpida Memory (USA) Inc.  
NEC Electronics America, Inc.

**NOTICE OF PENDENCY OF CLASS ACTION AND PARTIAL CLASS ACTION SETTLEMENTS**

PLEASE READ THIS ENTIRE NOTICE CAREFULLY. IT AFFECTS YOUR RIGHTS, INCLUDING YOUR RIGHT TO SHARE IN THREE CLASS ACTION SETTLEMENTS TOTALING ONE HUNDRED SIXTY MILLION SEVEN HUNDRED FIFTY THOUSAND U.S. DOLLARS (\$160,750,000.00) IN CASH WHICH HAVE BEEN REACHED WITH CERTAIN DEFENDANTS TO SETTLE PARTIALLY THIS ACTION.

This Notice is given pursuant to Rule 23 of the Federal Rules of Procedure and Order of the United States District Court for the Northern District of California (the "District Court"). Pending in the District Court are class actions brought on behalf of direct purchasers of DRAM. The class actions allege violations of the antitrust laws in connection with the sale of DRAM. If you are a class member, your rights will be affected by three separate proposed settlements with Defendants: 1) Infineon Technologies AG and Infineon Technologies North America Corp. ("Infineon"); 2) Samsung Semiconductor, Inc. ("Samsung"); and 3) Hynix Semiconductor Inc. and Hynix Semiconductor America, Inc. ("Hynix") (the "Proposed Settlements"). Infineon, Samsung and Hynix are collectively referred to as "Settling Defendants". This Notice is being sent to inform you of the proposed settlements on behalf of the Class and of your rights with respect thereto.

Also on June 5, 2006, the Court certified a litigated class and ordered that the Action may proceed as a Class Action.

Pursuant to Orders of the District Court, settlements have been provisionally approved by the Court (the "Proposed Settlements"). A hearing (the "Fairness Hearing") will be held on November 1, 2006, at 10:00 a.m., before the Hon. Phyllis J. Hamilton, in Courtroom 3, on the 16<sup>th</sup> Floor of the United States District Courthouse, at 450 Golden Gate Avenue, San Francisco, California 94102, to determine whether each of the Proposed Settlements is fair, adequate and reasonable to the Class and, therefore, whether this litigation should be dismissed with prejudice against each of the Settling Defendants. The time and date of the Fairness Hearing may be continued without further notice to the Class.

## I. THE CLASS

The Class includes all individuals and entities who, during the period beginning April 1, 1999 and continuing through June 30, 2002 (the “Class Period”), purchased DRAM in the United States directly from the defendants or their subsidiaries. Excluded from the class are defendants and their parents, subsidiaries, affiliates, all governmental entities, and co-conspirators.

“DRAM” is defined to mean dynamic random access memory components, including, without limitation, specifically synchronous dynamic random access memory (“SDRAM”), Rambus dynamic random access memory (“RDRAM”), asynchronous dynamic random access memory (“ASYN”), FPM DRAM, EDO DRAM, BEDO DRAM, and double data rate synchronous dynamic random access memory semiconductor devices and modules (“DDR”).

**IF YOU ARE A MEMBER OF THE CLASS, YOU NEED NOT TAKE ANY ACTION AT THIS TIME. YOUR RIGHTS AS A CLASS MEMBER WILL BE REPRESENTED BY THE PLAINTIFFS AND CLASS COUNSEL, AND YOU WILL BE ENTITLED, AT A LATER DATE, TO SUBMIT A CLAIM FORM TO SHARE IN THE PROCEEDS OF THE SETTLEMENTS.**

## II. THE CLASS ACTIONS

Class Plaintiffs Onshore, Inc., Internet Integration, Inc., Kevin Irwin d/b/a as Kevin’s Computer and Photo, PC Doctor, Inc., Advanced Technology, Inc., Network Business Solutions, Inc., JEM Electronics Distributors, Inc., Daniel Clement, Web Ideals, LLC, and 5207, Inc. (“Plaintiffs”) have filed a class action lawsuit against Defendants Micron Technology, Inc.; Micron Semiconductor Products, Inc.; Crucial Technology, Inc.; Infineon Technologies AG; Infineon Technologies North America Corp.; Hynix Semiconductor, Inc.; Hynix Semiconductor America, Inc.; Samsung Electronics Co., Ltd.; Samsung Semiconductor, Inc.; Mosel-Vitelec Technology Corporation; Mosel-Vitelec Corporation (USA); Nanya Technology Corporation; Nanya Technology Corporation USA; Winbond Electronics Corporation; Winbond Electronics Corporation America; Elpida Memory, Inc.; Elpida Memory (USA) Inc.; and NEC Electronics America, Inc. (“Defendants”).

The lawsuit alleges that, beginning at least as early as April 1, 1999 and continuing to June 30, 2002, the Defendants engaged in an unlawful conspiracy to fix, raise, maintain or stabilize the prices of DRAM in the United States and/or to allocate among themselves, major customers and accounts in violation of Section 1 of the Sherman Act, Title 15 U.S.C. § 1. Plaintiffs allege that, as a result of the unlawful conspiracy, they and other members of the Class paid more for DRAM than they would have paid absent the alleged conspiracy. The Defendants deny all of Plaintiffs’ allegations and have asserted numerous affirmative defenses. Defendants Infineon Technologies AG, Samsung Electronics Company, Ltd., and Hynix Semiconductor, Inc., and certain of their employees have pleaded guilty to criminal violations of the federal antitrust laws.

The District Court approved appointment of the Plaintiffs and Class Counsel to represent the interests of the Class, and ordered that this Notice be provided to members of the Class.

**THE DISTRICT COURT HAS NOT PASSED ON ANY OF THE CLAIMS OR DEFENSES OF THE PARTIES. THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE DISTRICT COURT AS TO THE MERITS OF ANY CLAIMS OR DEFENSES ASSERTED BY THE PARTIES.**

## III. THE PARTIES’ REASONS FOR SETTLEMENT

As part of this litigation, Plaintiffs’ Counsel have conducted extensive formal discovery into the claims of the members of the Class and the defenses that might be asserted thereto. This investigation has included discovery and analysis of millions of pages of Defendants’ documents and records, depositions of certain of Defendants’ officers and employees, consultation with expert consultants, as well as analysis of relevant legal

issues. Based on this investigation, Class Counsel believe that the Settlements are fair, reasonable and adequate and in the best interests of the Class. Class Counsel and Plaintiffs also recognize the expense and length of continued proceedings necessary to continue the litigation against the Defendants through verdict, judgment and appeals, and have taken into account the uncertainty and the risk of the outcome of continued litigation, especially in complex actions such as these, and the difficulties and delays inherent in such actions.

Settling Defendants have denied and continue to deny each and all of the claims and contentions alleged by the Plaintiffs. Settling Defendants have repeatedly asserted and continue to assert many defenses thereto, and have expressly denied and continue to deny any wrongdoing or legal liability arising out of any of the conduct alleged in the class action or that the Class has suffered any damage by reason of the alleged wrongdoing. Nevertheless, Settling Defendants have concluded that the further conduct of this litigation against them would be protracted and expensive and that settlement therefore is desirable. Settling Defendants also have taken into account the uncertainty and the risk of the outcome in any litigation, especially complex cases such as this one. Settling Defendants have, therefore, determined that it is desirable and beneficial to them that the litigation be settled in the manner and upon the terms and conditions set forth in the parties' Settlement Agreements.

#### **IV. THE PROPOSED SETTLEMENTS**

**THIS IS ONLY A SUMMARY OF THE SETTLEMENTS. THE SETTLEMENT AGREEMENTS ARE ON FILE WITH THE DISTRICT COURT AND ARE AVAILABLE ONLINE AT: [WWW.DRAMANTITRUSTSETTLEMENT.COM](http://WWW.DRAMANTITRUSTSETTLEMENT.COM).**

The three settlements represent compromises of disputed claims. They do not mean that liability or damages would have been found against any of the Settling Defendants. The Settling Defendants continue to deny any and all wrongdoing or liability. Each settlement is separate and independent from the other.

The settlement with Infineon Technologies AG and Infineon Technologies North America Corp. (together, "Infineon Defendants") requires the payment of Twenty Million and Seven Hundred Fifty Thousand U.S. Dollars (\$20,750,000) in cash. In addition, the settlement requires that the Infineon Defendants pay 10.53% of the amount, if any, by which the sales of Infineon DRAM to Settlement Class members exceeds Two Hundred Eight Million One Hundred Thousand U.S. Dollars (\$208,100,000). Sales to Settlement Class members who opt-out or who have previously settled or released their claims are not included in this amount.

The settlement with Samsung Semiconductor, Inc. requires the payment of Sixty-Seven Million U.S. Dollars (\$67,000,000) in cash.

The settlement with Hynix Semiconductor Inc. and Hynix Semiconductor America, Inc. requires the payment of Seventy-Three Million U.S. Dollars (\$73,000,000) in cash in two installments of Thirty-Six Million Five Hundred Thousand U.S. Dollars (\$36,500,000) on May 22, 2006 and July 3, 2006. Both payments have been made.

Pursuant to the settlements, Settling Defendants have deposited One Hundred Sixty Million and Seven Hundred Fifty Thousand U.S. Dollars (\$160,750,000) into interest bearing accounts for the benefit of Settlement Class members.

All of the settlements also require the Settling Defendants to cooperate with Plaintiffs in the ongoing prosecution of the litigation against the remaining Defendants.

If each of the settlements is approved by the District Court and becomes effective, each member of the Settlement Class that did not timely and validly exclude itself from the Settlement Class (the "Releasers") shall have completely released, acquitted and forever discharged the Settling Defendants (and their officers, directors, employees, parents, subsidiaries, and other affiliated persons and entities) whose settlements are approved by the District Court from any and all claims, demands, actions, suits, causes of action, whether class, individual or otherwise in nature (whether or not any Releaser objects to the settlements or makes a claim upon or

participates in the settlement fund, whether directly, representatively, derivatively or in any other capacity) that Releasers, or each of them, ever had, now has, or hereafter can, shall, or may have on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected injuries, damages, and the consequences thereof in any way arising out of or resulting from conduct concerning the pricing, selling, discounting, marketing, or distributing of DRAM to the Settlement Class during the Class Period or during any other period whatsoever up to June 30, 2002. However, the release shall not affect the rights of Settlement Class members: (i) to pursue claims relative to any product defect, breach of contract or similar claim against Settling Defendants; or (ii) to pursue claims against Settling Defendants based on indirect purchases of DRAM or purchases of DRAM outside the United States.

The releases and dismissals of claims against Settling Defendants will have no effect upon any claims Settlement Class members may have against the Defendants other than Settling Defendants. These are the first settlements reached in this litigation, which will continue against the remaining Defendants.

## **V. YOUR SHARE OF THE SETTLEMENT**

If the settlements are approved by the District Court and become effective, Settlement Class Members will be able to share in the settlement proceeds after payment of attorneys' fees, expenses, and interest thereon, and costs of the settlements, notice, and administration (the "Net Settlement Fund"). The settlement funds will be distributed at a later date, and therefore no claim forms are to be submitted at this time. Class Counsel are not requesting attorneys' fees at this time. At an appropriate time, Class Counsel will request attorney fees in an amount not to exceed 25% of the total settlement funds plus their expenses. The settlement payments received have been deposited into interest bearing accounts for the benefit of the Settlement Class.

At final approval, Class Counsel and Plaintiffs will ask the Court to approve a plan of allocation and distribution of the Net Settlement Fund on a *pro rata* basis among Settlement Class members based on the dollar amount each Settlement Class member paid to Defendants for direct purchases of DRAM from the Defendants during the period of April 1, 1999 through June 30, 2002. If you do not exclude yourself from the Settlement Class or have not otherwise settled with or released Defendants and the Court approves the plan of allocation, you will be entitled to file a claim to share in the Net Settlement Fund.

You should retain all documents that substantiate your purchases of DRAM during the Class Period from each of the Defendants. If you change your address, or if this Notice was not mailed to your correct address, you should immediately provide your correct address to *DRAM Antitrust Litigation* c/o Rust Consulting, Inc., P.O. Box 24657, West Palm Beach, FL 33416. If Class Counsel does not have your correct address, you may not receive the claim form or other important documents in this litigation.

## **VI. RIGHT TO EXCLUDE YOURSELF FROM THE CLASS OR BE HEARD AT THE FAIRNESS HEARING**

**If you properly and timely submit a request to be excluded from the Class, you will not be entitled to receive any money from the Net Settlement Fund nor will you be bound by any judgment or decision in this action. You will be free to pursue whatever legal rights you may have against Settling Defendants.**

If you want to exclude yourself from the Class, you must do so by sending a written Request for Exclusion, by first class mail not later than October 3, 2006 to the following address:

DRAM Antitrust Litigation  
c/o Rust Consulting, Inc.  
P.O. Box 24657  
West Palm Beach, FL 33416

The Request for Exclusion must be in writing and clearly state the name and address of the person or entity who wishes to be excluded from the Class, as well as all trade names or business names and addresses used by such person or entity, and must be signed by the person or entity seeking exclusion.

**VII. RIGHT TO APPEAR AND OBJECT AT THE FAIRNESS HEARING**

Any Class member may appear and be heard regarding any of the matters to be heard by the District Court at the Fairness Hearing. You do not need to appear at the hearing; however, any member of the Class that has not requested to be excluded from the Class may object to the Settlements, but any such objections must be filed in writing with the Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, California 94102, not later than October 3, 2006 with copies served on the counsel identified below:

Class Counsel

GUIDO SAVERI  
R. ALEXANDER SAVERI  
SAVERI & SAVERI, INC.  
111 Pine Street, Suite 1700  
San Francisco, CA 94111

STEVE W. BERMAN  
ANTHONY D. SHAPIRO  
HAGENS BERMAN SOBOL  
SHAPIRO, LLP  
1301 Fifth Avenue, Suite 2900  
Seattle, WA 98101

FRED TAYLOR ISQUITH  
WOLF, HALDENSTEIN,  
ADLER, FREEMAN & HERZ  
270 Madison Avenue  
New York, NY 10016

Counsel for Settling Defendants

TEFFT SMITH  
KIRKLAND & ELLIS LLP  
655 Fifteenth Street, NW  
Washington, DC 20005  
Counsel for Infineon

GARY HALLING  
SHEPARD MULLIN RICHTER &  
HAMILTON, LLP  
Four Embarcadero Center - 17<sup>th</sup> Floor  
San Francisco, CA 94111  
Counsel for Samsung

MICHAEL TUBACH  
O'MELVENY & MYERS LLP  
Embarcadero Center West  
275 Battery Street  
San Francisco, CA 94111  
Counsel for Hynix

Any Class member who does not object in the manner provided herein waives any objections. The time and date of the Fairness Hearing may be continued from time to time.

**VIII. ADDITIONAL INFORMATION**

**THIS NOTICE IS ONLY A SUMMARY OF THE SETTLEMENTS AND RELATED MATTERS.** For more detailed information about this litigation, you are referred to the pleadings, the orders of the District Court, and other papers filed in the action which may be inspected at the Office of the Clerk of the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, California 94102 during regular business hours. In addition, the Settlement Agreements are available online at [www.DramAntitrustSettlement.com](http://www.DramAntitrustSettlement.com).

**ALL INQUIRIES CONCERNING THIS NOTICE AND THE SETTLEMENT AGREEMENTS SHOULD BE DIRECTED TO PLAINTIFFS' CLASS COUNSEL OR THE CLASS ADMINISTRATOR AT THE ADDRESSES LISTED ABOVE OR CALL THE CLASS ADMINISTRATOR AT (866) 483-9938. INQUIRIES SHOULD NOT BE DIRECTED TO COUNSEL FOR SETTLING DEFENDANTS, THE COURT OR THE CLERK'S OFFICE.**

Dated: July 27, 2006

BY ORDER OF THE DISTRICT COURT  
United States District Court  
for the Northern District of California  
San Francisco, CA

DRAM Antitrust Litigation  
c/o Rust Consulting, Inc.  
P.O. Box 24657  
West Palm Beach, FL 33416

**IMPORTANT COURT DOCUMENT**