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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CHET TAYLOR, individually and on
behalf of a class of those similarly situated,)
Plaintiffs,)
v.)
PALM, INC., PALMSOURCE, INC.,
SOLUTIONS GROUP, and DOES 1)
through 100, inclusive,)
Defendants.)

CASE NO. BC299134
NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED
SETTLEMENT

1 **NOTICE TO ALL PERSONS WHO OWNED A PALM M100, M105, OR M125**
2 **HANDHELD PDA AFTER JUNE 1, 1999**

3
4 **This notice may affect your rights.**

5 **Please read it carefully.**

6
7 If you owned a Palm personal digital assistant model m100, m105, or m125
8 ("Palm PDA") manufactured by palmOne, Inc. (formerly Palm, Inc.) ("Palm"), this notice
9 may be important to you. A proposed settlement has been reached in a lawsuit in which
10 plaintiff claims that: (a) the Palm PDAs may be defective in that they sometimes lose
11 data during the process of replacing batteries even when the user follows Palm's
12 recommended procedure; and (b) Palm allegedly communicated and/or failed to
13 communicate and disclose certain facts and circumstances in connection with data loss.

14 The purpose of this notice is to inform you of the proposed settlement, and of a
15 hearing to consider the settlement to be held on August 22, 2005, at 8:30 a.m., before
16 Judge Elihu M. Berle, Department 42 of the Superior Court of the State of California, Los
17 Angeles County. This notice will also provide you with information regarding how to
18 participate in the settlement, how to object to it if you wish, and how to get more
19 information.

20
21 A. Description of the Lawsuit

22 On July 16, 2003, plaintiff Chet Taylor commenced an action against Palm in
23 the Superior Court of California, County of Los Angeles, entitled Taylor v. Palm, Inc., et
24 al., Case No. BC 299134 (the "Action"). Plaintiff brought the Action as a statewide class
25 action, seeking relief on behalf of himself and a class of individuals and asserting claims
26 for violation of Business and Professions Code section 17200, *et seq.*, violation of the
27 Consumers Legal Remedies Act (California Civil Code section 1750, *et seq.*), Breach of
28 Express Warranty, Breach of Implied Warranty, Fraud, and Negligent Misrepresentation.

1 Palm denies the allegations and contentions made in the plaintiff's complaint
2 and denies any and all liability with respect to the facts alleged by plaintiff, and denies
3 that anyone has suffered damage or is entitled to any relief whatsoever. The Court has
4 not made a decision on the merits of the case.

5
6 B. The Settlement Class Members

7 For purposes of settlement, the Court has certified a class consisting of all
8 Persons (defined as any individual or legal entity residing or with its principal place of
9 business in the United States, including the District of Columbia and territories and
10 possessions) who, for their own use and not for resale, owned a Palm PDA (defined to
11 mean a Palm personal digital assistant models m100, m105, and m125), from June 1,
12 1999, up to and including May 4, 2005. If you fit within this definition, you will be
13 considered a member of the class ("Settlement Class Member") unless you request to be
14 excluded.

15
16 C. Description of the Settlement

17 1. The claim process and relief to Settlement Class Members

18 As part of the settlement, Palm has agreed to exchange, at Palm's expense, the
19 Palm PDA of any owner who: (a) returns the allegedly defective Palm PDA; (b) provides
20 a sworn statement that the owner lost data while replacing batteries in accordance with
21 Palm's recommended battery replacement procedure; and (c) provides adequate claim
22 documentation (as described in the Claim Form) and proof of membership in the class.
23 The replacement unit will be a new or refurbished unit of the same or a higher model.
24 Palm reserves the right to inspect any Palm PDA submitted as part of this settlement. If
25 Palm's records or its inspection of the Palm PDA show that the cause of data loss during
26 the battery exchange process is due to abuse, mishandling, or misuse of the Palm PDA,
27 the claim may be denied.

1 Claims must be submitted on the Claim Form provided below, and must be
2 submitted within six months after Final Approval (subject to change by the Court). No
3 Settlement Class Member may submit more than one (1) claim with respect to each Palm
4 PDA owned by the Settlement Class Member, each claim must relate to a separate Palm
5 PDA unit, and only one claim will be accepted for any one PDA. All claims are subject
6 to verification and validation by Palm. Claims will not be processed until after Final
7 Approval.

8
9 2. Awards to the representative plaintiff and plaintiff's counsel

10 Under the terms of the settlement, the Representative Plaintiff (Chet Taylor)
11 will request from the Court an incentive award of \$10,000 for his participation in the
12 litigation. Plaintiff's Counsel will apply for an award of attorneys' fees, costs, and
13 expenses from the Court for their work. Neither the Representative Plaintiff's incentive
14 award nor any attorneys' fee award made by the Court or paid by Palm will decrease or
15 have any other effect on the relief to be provided to Settlement Class Members.

16
17 3. Releases

18 Under the terms of the settlement, plaintiff has agreed to dismiss the Action in
19 its entirety, including the claims of the Settlement Class Members, with prejudice, which
20 dismissal will be incorporated into a final judgment approving the settlement. All
21 Settlement Class Members who have not excluded themselves will be bound by the final
22 judgment entered by the Court. All claims of the Settlement Class Members which were
23 or could have been asserted in the Action, based upon the facts alleged in the Action, will
24 be released as provided in the Settlement Agreement, and Settlement Class Members will
25 be forever barred from seeking other or further relief on such claims.

26
27 D. Right to Object, Seek to Intervene, or Opt Out
28

1 Any Settlement Class Members who object to the settlement and who have not
2 excluded themselves from the settlement may file written objections with the Court.
3 **ANY SUCH OBJECTIONS MUST BE FILED WITH THE CLERK OF THE**
4 **COURT AND PROVIDED TO THE ATTORNEYS FOR THE SETTLEMENT**
5 **CLASS AND PALM AT THE ADDRESSES SET OUT BELOW ON OR BEFORE**
6 **AUGUST 1, 2005. ANY OBJECTIONS TO THE SETTLEMENT MUST BE IN**
7 **WRITING AND MUST BEGIN WITH THE FOLLOWING STATEMENT: "I**
8 **OBJECT TO THE PROPOSED SETTLEMENT IN TAYLOR V. PALM, INC., Case No.**
9 **Case No. BC 299134, Superior Court of California, Los Angeles County." All**
10 **objections must state the objector's name, address, and telephone number, shall provide**
11 **documents to establish membership in the Settlement Class, and shall provide a detailed**
12 **written statement of each objection asserted, including all grounds for the objection and**
13 **reasons, if any, for requesting the opportunity to appear and be heard at the final approval**
14 **hearing. Objections must be filed with the Clerk of the Court, Superior Court of**
15 **California, Los Angeles County, 111 North Hill Street, Los Angeles, California 90012,**
16 **with copies sent to Plaintiff's Counsel: Hector Gancedo, Gancedo & Nieves LLP, 144 W.**
17 **Colorado Boulevard, Pasadena, California 91105, and Palm's Counsel: Kenneth R.**
18 **Chiate, Quinn Emanuel Urquhart Oliver & Hedges, LLP, 865 S. Figueroa Street, 10th**
19 **Floor, Los Angeles, CA 90017.**

20 Any Settlement Class Members who wish to intervene in the Action and that
21 have not excluded themselves from the settlement, may file a motion to intervene with the
22 Court. **ANY SUCH MOTION MUST BE FILED WITH THE CLERK OF THE**
23 **COURT AND PROVIDED TO THE ATTORNEYS FOR THE SETTLEMENT**
24 **CLASS AND PALM, AT THE ADDRESSES SET OUT BELOW ON OR BEFORE**
25 **AUGUST 1, 2005.** All motions or requests to intervene must state the requesting party's
26 name, address, and telephone number, shall provide documents to establish membership
27 in the Settlement Class, and shall provide all arguments and documents in support of the
28 intervention request. Motions to Intervene must be filed with the Clerk of the Court,

1 Superior Court of California, Los Angeles County, 111 North Hill Street, Los Angeles,
2 California 90012, with copies sent to Plaintiff's Counsel: Hector Gancedo, Gancedo &
3 Nieves LLP, 144 W. Colorado Boulevard, Pasadena, California 91105, and Palm's
4 Counsel: Kenneth R. Chiate, Quinn Emanuel Urquhart Oliver & Hedges, LLP, 865 S.
5 Figueroa Street, 10th Floor, Los Angeles, CA 90017.

6 If you do not wish to be a member of the class, you must exclude yourself by
7 mailing a written request to be excluded **THAT MUST BE RECEIVED NO LATER**
8 **THAN AUGUST 1, 2005**, and must be addressed to Hector Gancedo, Gancedo & Nieves
9 LLP, 144 W. Colorado Boulevard, Pasadena, California 91105, with a copy sent to
10 Kenneth R. Chiate, Quinn Emanuel Urquhart Oliver & Hedges, LLP, 865 S. Figueroa
11 Street, 10th Floor, Los Angeles, CA 90017. The request must be in writing and must
12 state your name and address. You must indicate in writing that you do not wish to be part
13 of the Plaintiff Settlement Class, and that you wish to exclude yourself from participation
14 in any settlement approved in this case. Your request must be signed. If you choose to
15 exclude yourself from the class, you will not be affected by the Action, and you will not
16 be able to object, intervene, or participate in the settlement.

17 Any Settlement Class Member who fails to properly or timely file or serve any
18 of the requested information and/or documents required to object to the settlement,
19 request to intervene, or opt out of the settlement, will be forever precluded from doing so.

20
21 E. Court Hearing and Final Approval

22 The proposed Settlement Agreement is subject to final approval by the Court.
23 On August 22, 2005, at 8:30 a.m., in Department 42, Superior Court of California, Los
24 Angeles County, 111 N. Hill Street, Los Angeles, CA 90012, a hearing will be held on
25 whether the proposed settlement should be approved as fair, reasonable, and adequate.

26 If you file a proper, timely written objection and have not previously requested
27 exclusion, you may appear at the hearing in person or through an attorney retained at your
28 own expense. **IF YOU WISH TO APPEAR AT THE HEARING TO OBJECT TO**

1 **THE SETTLEMENT OR TO SEEK TO INTERVENE, YOU MUST NOTIFY THE**
2 **COURT AND COUNSEL IN WRITING OF YOUR INTENTION TO DO SO,**
3 **WITH YOUR WRITTEN OBJECTION AND REASONS THEREFOR, AND/OR**
4 **REQUEST OR MOTION TO INTERVENE AND SUPPORTING ARGUMENTS**
5 **AND DOCUMENTS IN SUPPORT THEREOF, FILED AND SERVED AS**
6 **DESCRIBED ABOVE. DO NOT CALL OR PERSONALLY CONTACT THE**
7 **COURT OR PALM ABOUT MATTERS SET FORTH IN THIS NOTICE.**

8 Any written objections to the settlement, requests to intervene, and notices of
9 intent to appear at the final approval hearing must be filed with the Clerk of the Court at
10 the address listed above on or before August 1, 2005.

11
12 F. Examination of Papers

13 You may inspect the complete Settlement Agreement, the complaint in the
14 action, and other papers filed in this lawsuit at the office of the Clerk of the Superior
15 Court, 111 North Hill Street, Los Angeles, CA 90012, during its regular hours of
16 operation. Copies of the Settlement Agreement, notices to the class members and the
17 claim form are available for review at <http://www.taylorsettlement.com>.

18
19 G. Additional Information

20 **DO NOT CONTACT THE COURT OR PALM CONCERNING THIS**
21 **NOTICE OR THE LAWSUIT.** If you have questions, contact your own attorney or, if
22 you would like more information about this notice or this case, or you wish to obtain a
23 copy of the claim form, you may visit <http://www.taylorsettlement.com> or contact:

24 Hector Gancedo
25 Gancedo & Nieves LLP
26 144 W. Colorado Boulevard
27 Pasadena, California 91105
28 (626) 685-9800

DATED: _____

The Honorable Elihu M. Berle
Judge, Superior Court of California