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6

**ORIGINAL FILED**  
NOV 18 2005  
**LOS ANGELES  
SUPERIOR COURT**

7  
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF LOS ANGELES  
10

11 CHET TAYLOR, individually and on behalf of a )  
12 class of those similarly situated, )

13 Plaintiffs, )

14 v. )

15 PALM, INC., PALMSOURCE, INC., )  
16 SOLUTIONS GROUP, and DOES 1 through )  
100, inclusive, )

17 Defendants. )  
18 )  
19 )

Case No. BC 299 134

Assigned for All Purposes to  
Hon. Elihu Berle

~~PROPOSED~~ SETTLEMENT ORDER  
AND FINAL JUDGMENT

DATE: November 17, 2005  
TIME: 8:30 a.m.  
DEPT.: 42

20 Having considered the application of the parties in this action for final approval of  
21 the settlement set forth in the Class Settlement Agreement submitted and stipulated to by the  
22 parties as of March 28, 2005, and the Court having considered all papers filed and proceedings  
23 had herein, the Court hereby finds that:

24 1. The Order denying final approval of Class Settlement dated August 22,  
25 2005 is vacated.

26 2. Due and adequate notice has been given to the members of the Plaintiff  
27 Settlement Class, as that term is defined in the Class Settlement Agreement, as required by this  
28 30826041.1

1 Court's Preliminary Order of Settlement and Giving Class Notice dated May 6, 2005 (the  
2 "Preliminary Order");

3 3. The Notice of Class Action Settlement constitutes the best notice  
4 practicable under the circumstances, and fully satisfies the requirements of due process, this  
5 Court's Preliminary Order and applicable rules under the California Rules of Court.  
6

7 4. The settlement set forth in the Class Settlement Agreement is, in all  
8 respects, fair, just, reasonable and adequate to the Plaintiff Settlement Class.

9 It is therefore HEREBY ORDERED, ADJUDGED and DECREED that:

10 1. The Claims Period, as that term is defined in the Class Settlement  
11 Agreement, is extended to 6 months, plus 60 days for appeal, from the date the Court signs this  
12 Settlement Order and Final Judgment.

13 2. This action is dismissed with prejudice.

14 3. Except as otherwise provided in the Class Settlement Agreement, the  
15 parties shall bear their own costs.  
16

17 4. Each claim released in the Class Settlement Agreement is hereby fully,  
18 finally, and forever released, relinquished and discharged.

19 5. Neither the fact of settlement, the Class Settlement Agreement, nor any act  
20 performed or document executed pursuant to or in furtherance of the settlement is, or may be  
21 deemed to be, or may be used as an admission of evidence of:

22 (a) the validity of any claim released under the settlement;

23 (b) any wrongdoing or liability of any person or entity released as a part of the  
24 settlement; or  
25

26 (c) any fault or omission in any civil, criminal or administrative proceeding in  
27 any tribunal.  
28

1 The Class Settlement Agreement and/or this Judgment may be filed in any other action to support  
2 a defense or counterclaim based on any theory of claim preclusion or issue preclusion or similar  
3 defense or counterclaim, including, but not limited to, res judicata, collateral estoppel, release,  
4 good faith settlement, judgment bar or reduction.



5 6. Any order to be entered regarding the attorneys' fees application shall in no  
6 way disturb or affect this final Judgment.

7 7. Without affecting the finality of this Judgment, this Court shall retain  
8 exclusive and continuing jurisdiction over this action and the parties, including all members of the  
9 Settlement Class, for purposes of supervising, administering, implementing, enforcing,  
10 construction, and interpreting the Settlement and this Judgment.

11 8. In the event that the settlement does not become effective in  
12 accordance with the terms of the Class Settlement Agreement, then this Judgment shall be  
13 rendered null and void to the extent provided by and in accordance with the Class Settlement  
14 Agreement and shall be vacated.

15  
16  
17 NOV 18 2005  
18 Dated: ~~Nov. 17, 2005~~

19  
20 ELIHU M. BERLE  
21 Judge of the Superior Court  
22 ELIHU BERLE  
23 Judge of the Superior Court

24 Approved:  
25   
26 Hector Gancedo, Attorneys for Plaintiff and the Class  
27   
28 Ken Chiate, Attorneys for Defendants

