

Palm Treo 600 and 650 Smartphone Settlement Claim Form

(Including Instructions, Claim Form, and Release)

INSTRUCTIONS

READ THESE INSTRUCTIONS CAREFULLY. IF YOU FAIL TO FOLLOW THESE INSTRUCTIONS, YOU MAY LOSE CERTAIN BENEFITS TO WHICH YOU MIGHT OTHERWISE BE ENTITLED.

1. Summary of Key Provisions

Pursuant to the settlement agreement reached in *In re: Palm Treo 600 and 650 Litigation*, Master Case No. 05-03774 RMW, you may be entitled to receive a cash rebate on the purchase of a new Palm smartphone if you are an original purchaser of a Treo 600 (\$75 rebate) or Treo 650 (\$50 rebate).

To be eligible for a cash rebate you must:

- Complete and return the attached Claim Form.
- Submit, with the Claim Form, documentation of one repair or replacement (in lieu of repair), as explained in Part 4 below.
- Submit the completed Claim Form and supporting documentation postmarked on or before July 28, 2008. If you fail to return a valid Claim Form by the deadline, your claim will be rejected and you will lose all rights to these benefits.

If you submit a valid Claim Form and the settlement becomes final, you will receive a rebate package with instructions for receiving your rebate, as explained in Part 5 below.

Unless you request exclusion from the class as explained in the Class Notice, you will be bound by the Settlement Agreement and Release and the Final Judgment even if you do not return the Claim Form.

If you have any questions while completing the Claim Form, please go to www.palzasettlement.com.

2. Who Is Eligible to Make a Claim Under the Settlement

To be eligible under the settlement to claim a cash rebate on the purchase of a new Palm smartphone you must be a United States resident who purchased in the United States a new Treo 600 or Treo 650 smartphone for your own use and not for resale. Your Treo 600 or Treo 650 smartphone must have been repaired or replaced (in lieu of a repair) two or more times during your ownership. Additionally, you must purchase, within a defined time period set forth below, a new Palm smartphone from any commercial vendor within the United States. You are *not eligible* to participate in this settlement if you purchased or acquired a *used* Treo 600 or Treo 650 smartphone or if your Treo 600 or Treo 650 smartphone has not been repaired or replaced at least twice.

You may make only one claim per Treo 600 or Treo 650 smartphone. If you purchased more than one Treo 600 or Treo 650 smartphone and you experienced two or more repairs or replacements (in lieu of repair) on more than one of these devices, and you wish to make claims for multiple Treo

600 or Treo 650 smartphones, you must fill out a separate Claim Form for each Treo 600 or Treo 650 smartphone. You may print multiple copies of this claim form, or make photocopies, if necessary.

3. How To Make A Claim

To make a claim, complete and submit this Claim Form, along with any required documentation, in compliance with the instructions below. Send the original of the signed Claim Form and a copy of any required documentation to Palm-Palza Settlement, PO Box 1341, Grand Rapids, MN 55745-1341. Please keep copies for your records.

You must sign the attached Declaration, attesting, under penalty of perjury, to the following:

- you were the original purchaser of the Treo 600 or Treo 650 referenced in the Claim Form and that you purchased that Treo 600 or Treo 650 for your own use and not for resale;
- you have not previously submitted a claim, pursuant to this settlement, for the Treo 600 or Treo 650 smartphone referenced in the Claim Form.
- the Treo 600 or Treo 650 smartphone referenced in the Claim Form was repaired or replaced (in lieu of repair) two or more times; and
- acknowledging that you have read and understand the Release attached to the Claim Form.

Additionally, **you must attach Documentation of Repair to the Claim Form for at least one of the repairs or replacements** (in lieu of repair) experienced for the Treo 600 or Treo 650 smartphone referenced in the Claim Form. **Documentation of Repair means an invoice, receipt, credit card statement, or other document showing the nature of the repair or the fact of replacement, the name of the entity that performed the repair or replacement, and the date of the repair or replacement.** If the documentation of repair or replacement in lieu of repair does not show on its face the repair or replacement of a Treo 600 or Treo 650 smartphone, you must circle the relevant entry on the documentation and, in the attached Declaration, check the box declaring under of penalty of perjury that the payment was for the repair or replacement in lieu of repair for a Treo 600 or Treo 650 smartphone (remember to sign the Declaration).

4. Claims Deadlines

Please note the following deadlines for postmarking your Claim Form and supporting documentation. **You must fill out and return a Claim Form postmarked on or before July 28, 2008.** The Claim Form must be received by Palm no later than 21 days thereafter.

Remember: To be valid, your Claim Form must be completely and accurately filled out, signed and dated, and must include all requested information, including Documentation of Repair for one repair or replacement. If your Claim Form is incomplete, untimely, or contains false information, it may be rejected.

5. Receiving a Rebate

Once the settlement becomes final, and all appeals are resolved (the “Effective Date”), the validity of all claims will be determined. If your claim is deemed invalid, you will have an opportunity to

correct any deficiencies. If your claim is deemed valid, you will receive notification by U.S. mail to the address you provide in the attached claim form. Such notification shall include the following:

- Instructions for completing the rebate process, including purchasing a new Treo smartphone, sending in your original Treo 600 or Treo 650 device, and submitting proof of purchase of your new Treo smartphone;
- A mailing package to use in returning your original Treo 600 or Treo 650 and submitting proof of purchase of your new Treo smartphone;
- A Rebate Form, which will be automatically completed with your claim information, to return with the proof of purchase of your new Treo smartphone and with your original Treo 600 or Treo 650 device.
- To obtain a rebate, the Rebate Form, original Treo 600 or Treo 650 device, and proof of purchase of your new Treo smartphone must be returned within 90 days from the date of the notification.

You will receive a rebate check within 45 days of receipt of the Rebate Form, original Treo 600 or Treo 650, and proof of purchase of your new Treo smartphone.

Important Note: You will only be eligible for a rebate on the purchase of a new Treo smartphone that was purchased within the following specific time periods:

- If your original device is a Treo 600, you are eligible for a rebate on the purchase of one new Treo smartphone purchased after September 30, 2005 through the Redemption Period, which commences on the Effective Date and terminates six months thereafter.
- If your original device is a Treo 650, you are eligible for a rebate on the purchase of one new Treo smartphone purchased during the Redemption Period, which commences on the Effective Date and terminates six months thereafter..

You will not be eligible for a rebate if you purchased a new Treo smartphone outside of these time periods, or if your claim is deemed invalid.

You should not send in your original Treo 600 or Treo 650, or purchase a new Palm smartphone for purposes of this settlement until you receive a Rebate Form and mailing package. If you attempt to send in your Treo 600 or 650 at this time, it will not be returned to you and you may not be eligible for a rebate.

CLAIM FORM

(Please Print or Type)

REQUIRED INFORMATION

Please provide the following information, which will be treated as confidential. Any cash rebate that Palm, Inc. provides in response to your claim will be issued to the name and street address you provide. Please print clearly in blue or black ink.

Name (Full name required): (First) _____ (Last) _____

Address: _____

City: _____

State: _____

Zip Code: _____

E-mail: _____

▶ Smartphone Repaired or Replaced (mark only one):

Treo 600

Treo 650

▶ Smartphone Serial Number:

HOW TO FIND YOUR SERIAL NUMBER:

- For the Treo 600, the serial number is located on the back of the device. It is the bottom-most number below the bar codes. It is NOT the ESN Dec, ESN Hex or IMEI code.
- For the Treo 650, the serial number is located behind the battery. On the back of your Treo 650, press the Battery Door Release button and slide the battery door downward to remove it. Take out the battery. The serial number is marked "S/N". It is the bottom-most number below the bar codes. It is NOT the ESN Dec, ESN Hex or IMEI code.

▶ Approximate Date You Purchased Your Treo 600 or Treo 650 Smartphone: _____, 200_

▶ Name and Address of Entity From Which You Purchased Your Treo 600 or Treo 650 Smartphone:

FIRST REPAIR OR REPLACEMENT (IN LIEU OF REPAIR)

▶ Approximate Date of First Repair or Replacement: _____, 200_

▶ Description of Nature of First Repair or Reason for Replacement:

▶ Name of Entity That Performed First Repair or Replacement:

SECOND REPAIR OR REPLACEMENT (IN LIEU OF REPAIR)

▶ Approximate Date of Second Repair or Replacement: _____, 200_

▶ Description of Nature of Second Repair or Reason for Replacement:

▶ Name of Entity That Performed Second Repair or Replacement:

DECLARATION

1. I acknowledge that I am the original purchaser of the Treo 600 or Treo 650 smartphone referenced in this Claim Form and that I purchased that Treo 600 or Treo 650 smartphone for my own use and not for resale.
2. I have not previously made or submitted a claim, pursuant to this settlement, for the Treo 600 or Treo 650 smartphone referenced in this Claim Form.
3. The Treo 600 or Treo 650 smartphone referenced in this Claim Form was repaired or replaced (in lieu of repair) at least two times.
4. Check the following box if it applies to you:
 The documentation I am submitting with this Claim Form that provides proof of one of the two or more repairs or replacements does not show on its face the repair or replacement of a Treo 600 or a Treo 650 smartphone. I declare under penalty of perjury that the payment reflected in that documentation was for the repair or replacement (in lieu of repair) of a Treo 600 or Treo 650 smartphone.
5. I acknowledge that I have read the Release attached to this Claim Form, and understand that the Settlement Agreement and Release and the Final Judgment entered in this action will be binding on me, my agents and heirs, and any other person or entity with authority to act on my behalf.

I declare under penalty of perjury that the information provided above is true and correct to the best of my knowledge and belief.

Date

Signature

REMINDERS

DOCUMENTATION OF REPAIR OR REPLACEMENT: Before submitting your Claim Form, be sure to attach a Documentation of Repair, as described in Part 3 of the Instructions above. If your documentation does not show on its face the repair or replacement of a Treo 600 or Treo 650 smartphone, be sure to circle the relevant entry on the documentation and, in the Declaration, check the box declaring under of penalty of perjury that the that the payment was for the repair or replacement in lieu of repair for a Treo 600 or Treo 650 smartphone.

DEADLINE: For your claim to be valid, you must fill out and submit this Claim Form during the Claims Period. The Claim Form must be postmarked on or before July 28, 2008, and it must be received by Palm, Inc. no more than 21 days thereafter.

DO NOT SUBMIT CLAIM FORM TO THE COURT: Send the original of the signed Claim Form and a copy of any required documentation to Palm-Palza Settlement, PO Box 1341, Grand Rapids, MN 55745-1341. Please keep copies for your records.

RELEASE

If the Court approves the proposed settlement, it will enter a Judgment that will dismiss the Action on the merits and with prejudice as to all Settlement Class Members. All Class Members who do not validly and timely request to be excluded from the proposed settlement will be forever barred from prosecuting their own lawsuits and shall be deemed, on behalf of themselves and their heirs, assigns, and successors, to have fully released and forever discharged the “Released Parties” (as defined below) from all “Released Claims” (as defined below).

“Released Parties” means Palm, Inc. and each of its predecessors, successors, parents, subsidiaries and affiliates, and each of their respective past or present directors, officers, employees, agents, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, affiliates, parents, subsidiaries, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, related companies, and divisions, and each of their predecessors, successors, heirs, and assigns.

“Released Claims” means any and all liabilities, claims, cross-claims, causes of action, rights, actions, suits, debts, liens, contracts, agreements, damages, restitution, disgorgement, costs, attorneys’ fees, losses, expenses, obligations or demands, of any kind whatsoever, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis or on behalf of the general public, whether known or unknown, suspected or unsuspected, threatened, asserted or unasserted, actual or contingent, liquidated or unliquidated, whether under federal statutory law, federal common law or federal regulation, or the statutory or common laws or regulations of any and all states or subdivisions, which are alleged or could have been alleged in the Litigation relating to any alleged product defects of the Treo 600 and Treo 650 smartphones, the performance of the Treo 600 and Treo 650 smartphones, and/or any alleged misrepresentation or failure to disclose with respect to the Treo 600 and Treo 650 smartphones, except for any claims raised in *Casaburi v. Palm, Inc.*, San Francisco Superior Court Case No. 04-435844. “Released Claims” shall not include personal injury claims.

By operation of the Final Judgment, all Settlement Class Members shall be deemed to have waived any and all provisions, rights, and benefits conferred by section 1542 of the California Civil Code or any comparable statutory or common law provision of any other jurisdiction with respect to the Released Claims. Section 1542 reads as follows:

Certain Claims Not Affected By General Release: A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.

Although the releases granted under the Agreement are not general releases, the Settlement Class Members nonetheless acknowledge that they are waiving the protections of section 1542 and of any comparable statutory or common law provision of any other jurisdiction.