

LEGAL NOTICE

**If you purchased a Treo 600 or a Treo 650 smartphone,  
you could be entitled to benefits under a class action  
settlement.**

A settlement of a class action lawsuit affects you if you purchased, in the United States, a new Treo 600 or Treo 650 smartphone for your own use and not for resale. The settlement will provide either: (a) a cash rebate to any United States resident who purchased a Treo 600 or Treo 650 smartphone, experienced two or more repairs or replacements (in lieu of repair) on that device, and purchases a new Palm smartphone within a defined time period; or (b) a right of repair for hardware defects, beyond the expiration of the warranty on your Treo 600 or Treo 650, even if you did not experience two or more repairs or replacements.

If you qualify, you may send in a claim form to ask for a rebate, or a repair form to seek a repair. You can also exclude yourself from the settlement, or object. The United States District Court for the Northern District of California, San Jose Division, authorized this notice. The Court will have a hearing to consider whether to approve the settlement, so that the benefits may be paid.

**WHO’S AFFECTED?**

Purchasers of a Treo 600 or Treo 650 smartphone. You’re a “Class Member” if you are 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.

**WHAT’S THIS ABOUT?**

The lawsuit claimed that the Treo 600 and Treo 650 smartphones had certain defects, failed at unacceptable rates, and that Palm made misrepresentations concerning the Treo 600 and Treo 650 smartphones. Palm, Inc. denies all allegations and has asserted many defenses. Palm is entering into this settlement to avoid burdensome and costly litigation. The settlement is not an admission of wrong-doing or an indication that any law was violated.

**WHAT CAN YOU GET FROM THE SETTLEMENT?**

Palm, Inc. has agreed to provide a cash rebate to Class Members who experienced two or more repairs or replacements in lieu of repair, who purchase a new Palm smartphone within a defined time period, and who send in a valid claim form.

The settlement provides for different rebate payments depending on whether you purchased a Treo 600 smartphone or a Treo 650 smartphone requiring repairs or replacements. Rebate amounts are as follows:

<b>SMARTPHONE REPAIRED OR REPLACED AT LEAST TWICE</b>	<b>TIMEFRAME OF PURCHASE OF NEW SMARTPHONE</b>	<b>REBATE AMOUNT</b>
Treo 600	Anytime after September 30, 2005 until the end of the “Redemption Period,” which is six months after the Effective Date (the date the settlement becomes final)	\$75
Treo 650	Anytime during the Redemption Period	\$50

Palm has also agreed to provide a right of repair for hardware defects to any original purchaser of a Treo 600 or Treo 650 smartphone who submits a valid and timely Repair Form, even if they did not experience two or more repairs or replacements, and even if the warranty period has expired.

**HOW DO YOU GET A PAYMENT?**

A detailed notice and claim form package contains everything you need. Just go to [www.palzasettlement.com](http://www.palzasettlement.com) to get one. You will be required to sign a declaration under penalty of perjury that your Treo 600 or Treo 650 smartphone was repaired or replaced at least twice and you will be required to provide documentation for at least one of the repairs or replacements.

**IMPORTANT DEADLINES**

**Cash Rebate:** The claim form for a cash rebate must be postmarked on or before July 28, 2008 and received by Palm no more than 21 days thereafter.

**Right of Repair:** If the warranty on your device has already expired by the Effective Date, the right of repair is valid for 120 days from the Effective Date.

**If the warranty on your device is still in effect on the Effective Date, the right of repair will extend for 120 days beyond the expiration of that warranty.**

**WHAT ARE YOUR OPTIONS?**

If you don't want a cash rebate or to obtain a repair, and you don't want to be legally bound by the settlement, you must postmark your request to exclude yourself by April 7, 2008, or you won't be able to sue, or continue to sue, Palm, Inc. about the legal claims in this case. If you exclude yourself, you can't get a payment from this settlement.

If you stay in the Class, you may object to the settlement. Objections must be received by April 7, 2008. The detailed notice describes how to exclude yourself or object. The Court will hold a hearing in this case (*In re Palm Treo 600 and 650 Litigation*, Master Case No. C-05-03774-RMW) on May 2, 2008, at 9:00 a.m. to consider whether to approve the settlement and attorneys' fees and expenses totaling no more than \$1,554,000 and incentive payments to the named Plaintiffs in the aggregate amount of \$21,000. You may appear at the hearing, but you don't have to. To obtain a full notice and claim form, and for more details, go to [www.palzasettlement.com](http://www.palzasettlement.com) or send an e-mail to [Palza.Settlement@palm.com](mailto:Palza.Settlement@palm.com), or write to Designated Co-Lead Counsel, Ralph M. Stone, Shalov Stone Bonner and Rocco, 485 Seventh Avenue, Suite 1000, New York, NY 10018.