

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

IN RE DYNAMIC RANDOM ACCESS MEMORY (DRAM)
ANTITRUST LITIGATION

Master File No. M-02-1486 PJH
MDL No. 1486

This Document Relates to:

Preis et al. v. Hitachi, Ltd., et al.,
Case No. CV 10-0346 PJH

TO: ALL INDIVIDUALS AND ENTITIES WHO DIRECTLY PURCHASED DRAM (DYNAMIC RANDOM ACCESS MEMORY) IN THE UNITED STATES DURING THE PERIOD APRIL 1, 1999 THROUGH JUNE 30, 2002 FROM DEFENDANTS MITSUBISHI ELECTRIC CORPORATION, MITSUBISHI ELECTRIC AND ELECTRONICS USA, INC., HITACHI, LTD., TOSHIBA AMERICA ELECTRONIC COMPONENTS, INC. AND TOSHIBA CORPORATION

**NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT WITH MITSUBISHI ELECTRIC CORPORATION,
MITSUBISHI ELECTRIC AND ELECTRONICS USA, INC., HITACHI, LTD.,
TOSHIBA AMERICA ELECTRONIC COMPONENTS, INC. AND TOSHIBA CORPORATION.**

**PLEASE READ THIS ENTIRE NOTICE CAREFULLY,
YOUR RIGHTS MAY BE AFFECTED BY A LAWSUIT PENDING IN THIS COURT.**

1. BACKGROUND OF THE LITIGATION AND PRIOR SETTLEMENTS

In June of 2005 a class action complaint alleging price-fixing in the Dynamic Random Access Memory ("DRAM") industry was filed against Defendants Elpida Memory, Inc., Elpida Memory (USA) Inc., Hynix Semiconductor, Inc., Hynix Semiconductor America, Inc., Infineon Technologies AG, Mosel-Vitelec, Inc., Mosel Vitelec Corp., NEC Electronics America, Inc., Nanya Technology Corporation USA, Samsung Electronics Company, Ltd., Infineon Technologies North America Corp., Micron Technology, Inc., Micron Semiconductor Products, Inc. through its Crucial Technology division, Samsung Semiconductor, Inc., Winbond Electronics Corporation, and Winbond Electronics Corporation America ("the earlier lawsuit").

On January 25, 2010, Plaintiff filed a class action complaint against Mitsubishi Electric Corporation, Mitsubishi Electric and Electronics USA, Inc., Hitachi, Ltd., Toshiba America Electronic Components, Inc. and Toshiba Corporation alleging price fixing. Plaintiff alleges in that lawsuit, as they did in the earlier lawsuit, that beginning on April 1, 1999 and continuing through June 30, 2002 that Defendants Mitsubishi Electric Corporation, Mitsubishi Electric and Electronics USA, Inc., Hitachi, Ltd., Toshiba America Electronic Components, Inc. and Toshiba Corporation and their co-conspirators named above engaged in an unlawful conspiracy to fix, raise, maintain and stabilize the prices of DRAM sold in the United States, in violation of Section 1 of the Sherman Act. Plaintiff claims that as a result of the alleged unlawful conspiracy, they and other members of the Class have paid more for DRAM than they would have absent the alleged conspiracy. Defendants Mitsubishi Electric Corporation, Mitsubishi Electric and Electronics USA, Inc., Hitachi, Ltd., Toshiba America Electronic Components, Inc. and Toshiba Corporation deny that they violated the antitrust laws.

A Class was certified in the earlier filed lawsuit and settlements were reached with all defendants. Notices were previously mailed to Class Members about the earlier lawsuit and the proposed settlements. All settlements were approved, the actions were dismissed with prejudice and the settlement funds were distributed to Class Members who filed valid claims.

The above is only a summary of the Settlements with Mitsubishi Electric Corporation, Mitsubishi Electric and Electronics USA, Inc., Hitachi, Ltd., Toshiba America Electronic Components, Inc. and Toshiba Corporation and you are referred to such Settlement Agreements or the web for the precise terms and conditions or you may go to the internet website www.dramantitrustsettlement.com where each of the Settlement Agreements is posted.

2. THE SETTLEMENT CLASSES

The Mitsubishi, Hitachi, and Toshiba Settlement Classes are as follows:

A. Mitsubishi Class:

All individuals and entities who, at any time during the period beginning April 1, 1999 and continuing through June 30, 2002 (the "Class Period") purchased DRAM in the United States directly from Mitsubishi or any of its alleged co-conspirators, Elpida Memory, Inc., Elpida Memory (USA) Inc., Hynix Semiconductor, Inc., Hynix Semiconductor America, Inc., Infineon Technologies AG, Mosel-Vitelec, Inc., Mosel Vitelec Corp., NEC Electronics America, Inc., Nanya Technology Corporation USA, Samsung Electronics Company, Ltd., Infineon Technologies North America Corp., Micron Technology, Inc., Micron Semiconductor Products, Inc. through its Crucial Technology division, Samsung Semiconductor, Inc., Winbond Electronics Corporation, Winbond Electronics Corporation America, Hitachi, Ltd.; Toshiba America Electronic Components, Inc., Toshiba Corporation and each of their parents, subsidiaries or affiliates. The definitions of Class and Class Period herein do not limit the scope of the Release provided in paragraphs 13-15 of this [Settlement] Agreement. Excluded from the Class are Mitsubishi and its alleged co-conspirators, their parents, subsidiaries, affiliates, and all governmental entities.

B. Hitachi Class:

All individuals and entities who, at any time during the period beginning April 1, 1999 and continuing through June 30, 2002 (the "Class Period"), purchased DRAM in the United States directly from Hitachi or its alleged co-conspirators Elpida Memory, Inc., Elpida Memory (USA) Inc., Hynix Semiconductor, Inc., Hynix Semiconductor America, Inc., Infineon Technologies AG, Mosel-Vitelec, Inc., Mosel Vitelec Corp., NEC Electronics America, Inc., Nanya Technology Corporation USA, Samsung Electronics Company, Ltd., Infineon Technologies North America Corp., Micron Technology, Inc., Micron Semiconductor Products, Inc. through its Crucial Technology division, Samsung Semiconductor, Inc., Winbond Electronics Corporation, Winbond Electronics Corporation America, Mitsubishi Electric Corporation and Mitsubishi Electric and Electronics USA, Inc.; Toshiba America Electronic Components, Inc., Toshiba Corporation and their parents, subsidiaries or affiliates. The definitions of Class and Class Period herein do not limit the scope of the Release provided in paragraphs 13-15 of this [Settlement] Agreement. Excluded from the class are Hitachi and its alleged co-conspirators, their parents, subsidiaries, affiliates, and all governmental entities.

C. Toshiba Class:

All individuals and entities who, at any time 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 (including their parents, subsidiaries and affiliates), or any of their alleged co-conspirators Elpida Memory, Inc., Elpida Memory (USA) Inc., Hynix Semiconductor, Inc., Hynix Semiconductor America, Inc., Infineon Technologies AG, Mosel-Vitelec, Inc., Mosel Vitelec Corp., NEC Electronics America, Inc., Nanya Technology Corporation USA, Samsung Electronics Company, Ltd., Infineon Technologies North America Corp., Micron Technology, Inc., Micron Semiconductor Products, Inc. through its Crucial Technology division, Samsung Semiconductor, Inc., Winbond Electronics Corporation, Winbond Electronics Corporation America, Mitsubishi Electric Corporation, Mitsubishi Electric and Electronics U.S.A., Inc., Hitachi, Ltd., and each of their parents, subsidiaries or affiliates, and who did not by October 3, 2006, request exclusion from the class certified in the Court's June 5, 2006 Order, settle or release their claims, and/or whose claims are not otherwise precluded. Excluded from the Class are Defendants and their parents, subsidiaries, affiliates, all governmental entities, and alleged co-conspirators. The definitions of Class and Class Period herein do not limit the scope of the Release provided in paragraphs 13-15 of this [Settlement] Agreement.

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

The Court has designated Plaintiff Alan Preis as class representative.

3. SUMMARY OF THE MITSUBISHI ELECTRIC CORPORATION, MITSUBISHI ELECTRIC AND ELECTRONICS USA, INC., HITACHI, LTD., TOSHIBA AMERICA ELECTRONIC COMPONENTS, INC. AND TOSHIBA CORPORATION SETTLEMENTS

After extensive negotiations, Class Counsel have reached the following proposed Settlements with Mitsubishi Electric Corporation, Mitsubishi Electric and Electronics USA, Inc., Hitachi, Ltd., Toshiba America Electronic Components, Inc. and Toshiba Corporation:

A. HITACHI, LTD.

Hitachi, Ltd. has agreed to pay a total of \$11,500,000 to the Class, \$5,750,000 of which will be paid within fifteen (15) business days from the date on which the motion for preliminary approval of the Agreement is filed, and \$5,750,000 of which will be paid within fifteen (15) business days from the date on which the motion for preliminary approval of this agreement is granted. In the event that Hitachi determines that valid and timely requests for exclusion have been made by Class Members representing in total between twenty-five percent (25%) and fifty (50%) of remaining sales, the settlement fund shall be reduced by the percentage of those exclusions. For example, if exclusions amount to thirty percent (30%), Hitachi will receive a comparable percentage reduction in the settlement amount. If Class Members representing less than twenty-five percent (25%) of remaining sales exclude themselves, Hitachi will not be entitled to any reduction. If Class Members representing more than fifty percent (50%) of remaining sales exclude themselves, Hitachi shall have the right to terminate the Agreement but not to reduce the settlement amount by more than fifty percent (50%).

B. MITSUBISHI ELECTRIC CORPORATION, MITSUBISHI ELECTRIC AND ELECTRONICS USA, INC.

Mitsubishi has agreed to pay \$7,100,000 plus (1) a maximum of \$400,000 for notice and administration costs, and (2) five percent (5%) of Mitsubishi's DRAM sales during the Class Period in excess of \$142,000,000 to Class Members who remain in the Class following the deadline to opt out and have not otherwise settled with Mitsubishi. Mitsubishi has agreed to pay \$7,500,000 thirty-five (35) business days from the date the motion for preliminary approval is filed.

C. TOSHIBA AMERICA ELECTRONIC COMPONENTS, INC. AND TOSHIBA CORPORATION

Toshiba has agreed to pay \$9,250,000 to the Class in return for a dismissal with prejudice and release of itself and, inter alia, all of its respective past and present, direct and indirect, parents, subsidiaries, and affiliates. In addition, Toshiba has agreed to pay a maximum of \$400,000 to be used for notice and administration costs. Toshiba agrees to pay \$9,650,000 thirty (30) business days from the date a motion for preliminary approval is filed.

Each of the Settlement agreements also provide for mutual releases and discharges between Plaintiff, the members of the Class and Mitsubishi Electric Corporation, Mitsubishi Electric and Electronics USA, Inc., Hitachi, Ltd., Toshiba America Electronic Components, Inc. and Toshiba Corporation. In addition to the effect of the final judgment upon final approval of each Settlement, Mitsubishi Electric Corporation, Mitsubishi Electric and Electronics USA, Inc., Hitachi, Ltd., Toshiba America Electronic Components, Inc. and Toshiba Corporation shall be completely released, acquitted, and forever discharged, from any and all claims, demands, actions, suits, and causes of action, whether class, individual or otherwise in nature, that Plaintiff or Class Members, 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 or damages, and the consequences thereof, in any way arising out of or resulting from conduct concerning either the reduction of production capacity, or the pricing, selling, purchasing, discounting, marketing, or distributing of, DRAM in the United States, including but not limited to any conduct alleged, and causes of action asserted, or that could have been alleged or asserted, in the Complaint filed in the Action (the "Complaint"), which arise under any federal or state antitrust, unfair competition, unfair practices, price discrimination, unitary pricing, trade practice, or civil conspiracy law, including, without limitation, the Sherman Antitrust Act, 15 U.S.C. § 1 *et. seq.*, from the beginning of time to the date of each Agreement (the "Released Claims"). The Plaintiff and Class Members shall not, after the date of each Agreement, seek to recover against the Defendant for any of the Released Claims.

The releases and discharges between Plaintiff, Class Members and Defendants, do not include any claim for defective product that may have arisen in the ordinary course of business or any obligation to pay any unpaid bill, invoice or trade account or any claim based on purchases of DRAM outside of the United States.

The above is only a summary of the Settlements with Mitsubishi Electric Corporation, Mitsubishi Electric and Electronics USA, Inc., Hitachi, Ltd., Toshiba America Electronic Components, Inc. and Toshiba Corporation and you are referred to each Settlement Agreement on file with the Court for the precise terms and conditions, or you may go to the internet website www.dramantitrustsettlement.com where each of the Settlement Agreements is posted.

4. ATTORNEYS' FEES, COSTS AND EXPENSES

All attorneys' fees, costs and expenses in connection with this class action litigation will be paid out of the settlement funds and recoveries from Defendants and only as approved by the Court.

Class Counsel's request for attorneys' fees with respect to the Settlement discussed herein will not exceed twenty-five percent 25% of the recovery, plus reimbursement of litigation costs and expenses and administrative costs. In addition to their request for attorneys' fees from the Settlement Fund, Class Counsel will request reimbursement for incurred out-of-pocket litigation costs and expenses. Class Counsel may also request additional fees and costs for administering the distribution of the Settlement Funds.

You will not be individually responsible for payment of attorneys' fees and litigation costs and expenses in connection with the litigation. Any such fees and costs will be paid pursuant to Court approval, out of the Settlement Fund and other recoveries, whether from settlements or judgments.

5. HOW TO SHARE IN THE SETTLEMENT FUND

If the Settlements becomes final, you will be entitled to share in the Settlement Fund, provided you have returned a timely and valid Proof of Claim (attached herein). The Proof of Claim must be postmarked no later than December 3, 2010 and mailed to:

DRAM Antitrust Settlements – Toshiba, Hitachi, Mitsubishi
c/o Rust Consulting, Inc.
P.O. Box 24657
West Palm Beach, FL 33416

The Settlement Fund (plus interest, less any amounts approved by the Court for payment of attorneys' fees and reimbursement of litigation costs and expenses) will be distributed among members of the Classes who purchased DRAM in the United States directly from Mitsubishi Electric Corporation, Mitsubishi Electric and Electronics USA, Inc., Hitachi, Ltd., Toshiba America Electronic Components, Inc. and Toshiba Corporation, and who filed timely and valid Proofs of Claim ("Claimants"). The Settlement fund will be distributed *pro rata* to all claimants based upon the total amount of direct purchases of DRAM in the United States from Mitsubishi Electric Corporation, Mitsubishi Electric and Electronics USA, Inc., Hitachi, Ltd., Toshiba America Electronic Components, Inc. and Toshiba Corporation during the period beginning April 1, 1999 and continuing through June 30, 2002.

If your company settled with Mitsubishi Electric Corporation, Mitsubishi Electric and Electronics USA, Inc., Hitachi, Ltd., Toshiba America Electronic Components, Inc. and Toshiba Corporation and released its claims, it may not participate in the respective Settlements.

6. IF YOU REMAIN A MEMBER OF THE SETTLEMENT CLASSES

If you are a member of the Settlement Classes, in order to share in the Settlement funds you must complete and return the Proof of Claim as described in Section 5 above. As a Class Member, you will be entitled to receive the benefits of any judgment that may be entered in favor of the Classes against Mitsubishi Electric Corporation, Mitsubishi Electric and Electronics USA, Inc., Hitachi, Ltd., Toshiba America Electronic Components, Inc. and Toshiba Corporation. You will also be bound by any judgment adverse to the Classes.

If you choose to remain in the Classes, your rights in this litigation will be presented by the Class Representatives and by Class Counsel identified below. If the Settlements are approved by the Court, you will receive the benefits of the Settlements and you will also be bound by the Settlements, including the release provisions.

7. HOW TO BE EXCLUDED FROM THE MITSUBISHI AND HITACHI SETTLEMENT CLASS

If you do not wish to remain a member of the Mitsubishi Electric Corporation, Mitsubishi Electric and Electronics USA, Inc., or Hitachi, Ltd. classes and do not wish to share in the Settlement Fund, or the benefits of any judgment or settlement that may be obtained in the future in this litigation, you may exclude yourself from the Classes by sending written notice by first-class mail, postage prepaid, postmarked no later than August 16, 2010 to:

DRAM Antitrust Settlements – Toshiba, Hitachi, Mitsubishi
c/o Rust Consulting, Inc.
P.O. Box 24657
West Palm Beach, FL 33416

The postmark shall determine the time of mailing. The request for exclusion must clearly state your name and address and that you wish to be excluded from the Mitsubishi and/or Hitachi Classes. You need not state your reason.

8. HEARING REGARDING APPROVAL OF SETTLEMENTS, PLAN OF DISTRIBUTION AND ATTORNEYS FEES AND COSTS

PLEASE TAKE NOTICE that a hearing will be held on October 27, 2010 at 9:00 a.m. before the Honorable Phyllis J. Hamilton, United States Courthouse, Courtroom 3, 3rd Floor, 1301 Clay Street, Oakland, California, 94612, for the purpose of determining whether the Settlements with Mitsubishi Electric Corporation, Mitsubishi Electric and Electronics USA, Inc., Hitachi, Ltd., Toshiba America Electronic Components, Inc. and Toshiba Corporation are fair, adequate and reasonable, whether the method of distribution of the Settlement Fund is fair, adequate and reasonable, and whether counsel's requests for attorneys' fees and costs should be approved by the Court, and whether the conditional certification of the Settlement Classes should become final. If you have not requested to be excluded from the Classes, you are entitled to appear and be heard at this hearing. The time and date of the hearing may be continued from time-to-time without further notice.

If you do not wish to object to the Mitsubishi Electric Corporation, Mitsubishi Electric and Electronics USA, Inc., Hitachi, Ltd., Toshiba America Electronic Components, Inc. and Toshiba Corporation Settlements, Class Counsel's request for attorneys' fees and costs, or the method of distributing the Settlement Fund, it is not necessary to appear at the hearing or take any action (other than timely submitting a completed Proof of Claim). However, any member of the Mitsubishi or Hitachi Classes who has not requested exclusion from the Class in the manner set forth above, or any member of the Toshiba Class, may appear at the hearing in person or by duly-authorized attorneys, and show cause why the Settlements, the method of the distribution of the settlement fund, or counsel's request for attorneys' fees, costs and administrative expenses should not be approved. To be heard by the Court, any objecting Class Member must file with the Court, no later than August 16, 2010, a Notice of Intention to Appear, and a statement of the position to be asserted, and the grounds therefore, together with copies of any supporting papers or brief with the Clerk, United States District Court for the Northern District of California, Oakland Division, The Honorable Phyllis J. Hamilton, Courtroom 3, 3rd Floor, 1301 Clay Street, Oakland Ca, 94612, with proof of service upon Class Counsel for Plaintiff and counsel for Defendants identified below:

Guido Saveri R. Alexander Saveri Cadio Zirpoli SAVERI & SAVERI, INC. 706 Sansome Street San Francisco, CA 94111	Anthony D. Shapiro HAGENS BERMAN SOBOL SHAPIRO LLP 1918 8th Avenue, Suite 3300 Seattle, WA 98101	Fred T. Isquith WOLF, HALDENSTEIN, ADLER, FREEMAN & HERZ 270 Madison Avenue New York, NY 10016
<i>Class Counsel for Plaintiff</i>		

Terrence J. Truax JENNER & BLOCK LLP 353 North Clark Street Chicago, IL 60654 <i>Counsel on behalf of Mitsubishi Electric Corporation, Mitsubishi Electric and Electronics USA, Inc.</i>	Craig Seebald McDERMOTT WILL & EMERY LLP 600 13 th Street, NW Washington, DC 20005 <i>Counsel on behalf of Hitachi, Ltd.</i>	Daniel M. Wall LATHAM & WATKINS LLP 505 Montgomery Street Suite 2000 San Francisco CA 94111-6538 <i>Counsel on behalf of Toshiba America Electronic Components, Inc. and Toshiba Corporation</i>
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Except as provided herein, no person shall be entitled to contest the terms and conditions of the Settlements unless the procedures set forth above are complied with, and persons who fail to object as provided herein shall be deemed to have waived and shall be foreclosed forever from raising any such objections.

9. ADDITIONAL INFORMATION

As is described in the Proof of Claim form, you are requested to preserve all of your records relating to your purchases of DRAM during the period April 1, 1999 through the June 30, 2002.

If you change your address, or if the Notice was not mailed to your correct address, you should immediately provide your correct address to *DRAM Antitrust Settlements - Toshiba, Hitachi, Mitsubishi, c/o Rust Consulting, Inc., P.O. Box 24657, West Palm Beach, Florida 33516*. If the attorneys representing the Class do not have your correct address, you may not receive notice of important developments in this class action.

If you wish, you may enter an appearance through your own counsel at your own expense. If you desire to be represented by your own counsel, you must advise the Court of your request and send a copy of your request to Class Counsel.

Any questions which you have concerning the matters contained in this Notice may be directed, in writing, to any of the following Class Counsel:

Guido Saveri
R. Alexander Saveri
Cadio Zirpoli
SAVERI & SAVERI, INC.
706 Sansome Street
San Francisco, CA 94111

Anthony D. Shapiro
HAGENS BERMAN SOBOL SHAPIRO LLP
1918 8th Avenue, Suite 3300
Seattle, WA 98101

Fred T. Isquith
WOLF, HALDENSTEIN, ADLER,
FREEMAN & HERZ
270 Madison Avenue
New York, NY 10016

The pleadings and other records in this litigation may be examined and copied during regular office hours at the office of the Clerk, United States District Court for the Northern District of California, Oakland Division, The Honorable Phyllis J. Hamilton, Courtroom 3, 3rd Floor, 1301 Clay Street, Oakland Ca, 94612

PLEASE DO NOT TELEPHONE OR DIRECT ANY INQUIRIES TO THE COURT.

Dated: June 23, 2010

BY ORDER OF THE COURT