

SRAM Antitrust Litigation

BACKGROUND:

This is a class action lawsuit that alleges violations of federal antitrust laws in connection with the sale of SRAM. Plaintiff claims that Defendants conspired to fix, raise, maintain or stabilize prices of SRAM. Plaintiff alleges that this conspiracy resulted in customers who purchased SRAM being overcharged.

Plaintiff filed the lawsuit on behalf of itself, and on behalf of the class of customers who purchased SRAM in the United States directly from one or more of the Defendants or their subsidiaries or affiliates. Defendants have denied any liability and all allegations of misconduct.

SETTLEMENT:

\$37.4 million (partial settlement)

WHO IS ELIGIBLE?:

The class includes all persons and entities who, during the period November 1, 1996 through December 31, 2005, purchased non-custom SRAM in the United States directly from Defendants or any subsidiaries or affiliates thereof.

DEFENDANTS:

Cypress Semiconductor, Inc. Etron Technology, Inc.
Etron Technology America, Inc. Hitachi, Ltd.
Hitachi America, Ltd.
Hynix Semiconductor, Inc.
Hynix Semiconductor America, Inc. Integrated Silicon
Solution, Inc.
Micron Technology, Inc.
Micron Semiconductor Products, Inc. Mitsubishi Electric
Corporation
Mitsubishi Electric & Electronics USA, Inc. Mosel Vitelic, Inc.
Mosel Vitelic Corporation
NEC Electronics Corporation

NEC Electronics America, Inc.
Renesas Technology America, Inc. Samsung Electronics
Company Ltd. Samsung Electronics America
Samsung Semiconductor, Inc.
Toshiba Corporation
Toshiba America, Inc.
Toshiba America Electronic Components

WHAT IS SRAM?

SRAMs are memory chips used in a variety of applications, including consumer electronics products, such as cell phones, and computing products, such as workstations. For purposes of this lawsuit, SRAM includes high-speed or fast SRAM, low-power or slow SRAM, synchronous SRAM, asynchronous SRAM, and pseudoSRAM ("PSRAM"). Custom SRAM is not included in the class. For purpose of this lawsuit, custom SRAM is:

1. SRAM that was designed and sold by only one manufacturer in order to meet a set of defined performance characteristics established by only one purchaser; and,
2. that set of defined performance characteristics was not met by SRAM designed or sold by any other manufacturer; and,
3. the SRAM was designed as a completely new SRAM or required substantial change to an already-existing SRAM.

Only purchases of non-custom SRAM directly from defendants are included in the class. If you only purchased custom SRAM, you are not a class member.

DEADLINE:

Not yet established.

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On this, the _____ day of _____, 20____, _____
(Business Name)

and its affiliates, located at _____
(Address)

("Client) and J.E. Lawrence & Co. ("JEL-CRS") agree as follows with respect to any recoveries made related to an antitrust class action involving the purchase of STATIC RANDOM ACCESS MEMORY (SRAM) in the United States from one or more of the Defendants.

Range of Agency Relationship: The Client appoints JEL-CRS as exclusive recovery agent with full assignment authority to prepare and submit Client's present and subsequent claims related to the settlement(s).

Responsibilities: JEL-CRS agrees to make all reasonable efforts to file complete and accurate claims, and to secure payment of the claims on behalf of the Client. The Client has been informed of its right to file claims on its own behalf, but has decided to hire JEL-CRS to file any and all claims for settlement.

Consent to Attain Records: The Client hereby authorizes JEL-CRS to request, gather and/or copy all necessary documentation to complete all claims.

Roles: The parties understand and agree that with respect to JEL-CRS's duties and authority: (a) JEL-CRS is not providing the Client with legal representation and is not practicing law; (b) JEL-CRS will only investigate, collect, and submit documentation concerning the Client's claims for settlement.

Construction and Jurisdiction: This Agreement shall be construed in accordance with the laws of the State of New York as an agreement executed and to be performed entirely therein without references to principals of conflict of law. The parties agree hereby to submit any disputes hereunder to the jurisdiction of the courts of New York State.

Compensation, Distribution and Payment: In consideration of the performance of the duties set forth above, the Client agrees to pay JEL-CRS a contingency fee of thirty percent (30%) of all proceeds received as payment for each and every claim filed pursuant to and arising from any settlement(s) reached in the above referenced litigation. JEL-CRS is only entitled to compensation if it is successful in recovering a refund for the Client. The Client agrees that any and all proceeds shall be paid directly to JEL-CRS by the claims administrator. JEL-CRS will deposit said proceeds into its bank account, and disburse to the Client its recovery less JEL-CRS's compensation.

Confidentiality: The information about the Client which is provided by the Client, or is obtained by JEL-CRS through the Client pursuant to this Agreement, is the confidential and proprietary information of the Client. JEL-CRS will use such information solely for the purpose of filing claims on behalf of the Client in this and all related class action settlements, and not for any other purpose. Following the completion of the claims process and upon payment for services rendered, JEL-CRS will destroy any and all information about the Client except for one archival copy that it may keep for its records.

Multiple Entities and Locations (if applicable): This Agreement covers the Client and all of its subsidiaries, affiliates, and related entities and locations, described in part in Multiple Locations Form.

The parties hereto have read, acknowledge, accept and agree to the terms & conditions of this Agreement. By signing this document you are attesting to the fact that you have the authority to enter into this Agreement.

J.E. Lawrence & Co.

(Authorized Signature)

(Account Executive Signature)

(J.E. Lawrence & Co. Authorized Signature)

(Authorized—Print name)

(Account Executive—Print name)

(J.E. Lawrence & Co.—Print name)

(Tax ID #)

Phone

Email

Please sign then fax to 866-221-4719 or email info@jelcrs.com