

Atherton v. Toshiba Am. Info. Sys., Inc.
Case No. CV 08-02141 AG (MLGx) (C.D. Cal.)

**Owners of Certain Models of Toshiba Satellite Brand Notebook Computers
May Claim Settlement Benefits.**

This Class Action Settlement May Affect Your Rights

A Court authorized this notice. This is not a solicitation from a lawyer.

- The settlement will provide reimbursement of the cost of repair or other benefits to qualifying owners of certain models of Toshiba Satellite brand notebook computers that experienced cracking on the plastic housing surrounding the hinges, including cracking of the hinges themselves.
- The settlement resolves a lawsuit over whether certain Satellite brand notebook computers sold by Toshiba America Information Systems, Inc. (“TAIS”) contained a manufacturing or design defect that rendered the computers unduly prone to cracking on the plastic housing surrounding the hinges.
- The two sides disagree on whether TAIS did anything wrong.
- If you purchased or acquired as new one of the following “Subject Model Notebooks” at any time between April 1, 2000 and March 12, 2009, you are a Settlement Class Member and are eligible to make a claim and seek the relief described herein: 1000, 1005, 1100, 1105, 1110, 1115, 1130, 1135, 1200, 1715, 1730, 1735, 1750, 1755, 1955, 3000, 3005.
- All claims must be made during a 120-day claims submission period begins on April 1, 2010 and ends on July 30, 2010 (the “Claims Bar Date”). If the case is appealed, the claims submission period may be delayed.
- Read this notice carefully because your legal rights will be affected whether you act or don’t act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

Submit the attached claim form (also available on www.SatelliteHingeSettlement.com). This is the way to get direct settlement benefits.

Do Nothing – Get no settlement benefits. However, you will be part of the class and will give up your right to pursue any claims for cracked plastic/hinges.

Object – Write to the Court and to counsel for plaintiffs and TAIS if you do not like the settlement. As set forth in the answers to questions 17 through 19 below, you may attend a hearing on the fairness of the settlement upon appropriate notice. You have a right to object to the settlement only if you purchased one of the Subject Model Notebooks on or before March 12, 2010 and have not opted out of the settlement.

Opt Out – Write to counsel for plaintiffs and TAIS if you do not want to be included in the settlement. You have a right to opt out of the settlement only if you purchased one of the Subject Model Notebooks on or before March 12, 2010 and have not objected to the settlement.

These rights and options -- **and the deadlines by which to exercise them** -- are explained in this Notice.

The Court that is supervising this case has granted preliminary approval of the settlement, but still has to decide whether to grant final approval. The final approval hearing will take place on May 24, 2010. Settlement benefits will be distributed only if and after the Court grants final approval of the settlement and any appeals are resolved.

QUESTIONS? CALL TOLL-FREE 1 (866) 697-5557 OR VISIT www.SatelliteHingeSettlement.com

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BASIC INFORMATION

1. Why was this Notice issued?

The Court issued this notice because you have a right to know about a proposed settlement of a class action lawsuit that the Court has preliminarily approved. You also are entitled to know how you may make a claim for certain benefits of the settlement and about all of your options. If the Court grants final approval and any appeals are resolved (this date will be referred to as “the Settlement Effective Date”), valuable benefits will be distributed to certain qualifying persons who made a claim within the Claims Submission Period.

2. What is this lawsuit about?

The people who filed the class action are called the “plaintiffs” and TAIS is the “defendant.” A lawsuit filed in federal court in California, captioned *Atherton v. Toshiba Am. Info. Sys., Inc.*, Case No. CV 08-02141 AG (MLGx) (C.D. Cal.), claims that TAIS sold certain Satellite notebook computers that contained a manufacturing or design defect that rendered the computers unduly prone to cracking on the plastic housing surrounding the hinges. This is sometimes referred to in this Notice, the Claim Form and Settlement Agreement as the “subject symptom.” Plaintiffs assert legal claims on behalf of themselves and all members of the “Settlement Class,” defined below. Those claims include claims that TAIS violated the California Consumer Legal Remedies Act, the California deceit by concealment law, and the California Unfair Competition Law, and that TAIS breached express and implied warranties to purchasers of the notebooks. Plaintiffs seek injunctive relief, compensatory damages, punitive damages, and attorneys’ fees and costs. TAIS denies these claims and charges, as well as any wrongdoing in the sale, distribution or marketing of Toshiba Satellite brand notebooks. In settling this action, TAIS has agreed to provide cash refunds, cash payments or credit vouchers to certain qualifying owners of these Subject Model Notebooks. More information can be found at www.SatelliteHingeSettlement.com, by writing to Plaintiffs’ Lead Counsel, Lamar, Archer & Cofrin, LLP (“LAC”) at 50 Hurt Plaza, Suite 900, Atlanta, Georgia 30303, or by calling 1 (866) 697-5557. A copy of the Settlement Agreement will be available at www.SatelliteHingeSettlement.com, and is also on file with the Court.

3. Why is this a class action?

In a class action, one or more person(s) called “Class Representatives” sue on behalf of those with similar claims. All of these people together are called a “Class,” and individually, are called “Class Members.” The Court appointed plaintiffs as Class Representatives for purposes of this settlement. One court resolves all of the factual and legal issues for all of the Class Members, except for those who specifically and timely ask to be excluded from the Class (“opt out”). The “Settlement Class Members” are all people who purchased one of the Subject Model Notebooks between April 1, 2000 and March 12, 2010, and who did not properly or timely exercise their rights to opt out of the settlement.

4. Why is there a settlement?

The Court did not decide in favor of either plaintiffs or TAIS. Instead, both sides agreed to a settlement. That way, they avoid the uncertainty and cost of a trial, and those included in the Settlement Class and others will get an opportunity to claim a refund, cash payment or a credit voucher, as applicable. The Class Representatives and the attorneys appointed by the Court to represent the Class believe that the settlement is in the best interests of all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the settlement?

You are entitled to settlement benefits if you purchased or acquired as new one of the following Subject Model Notebooks at any time between April 1, 2000 and March 12, 2010: 1000, 1005, 1100, 1105, 1110, 1115, 1130, 1135, 1200, 1715, 1730, 1735, 1750, 1755, 1955, 3000, and 3005. Certain owners of those models will be able to receive cash refunds for certain repairs made to their notebooks and/or a cash payment or a credit voucher towards future purchases on www.toshibadirect.com. Please see the Answer to Question 10 below to determine whether you qualify for such benefits.

Owners of other Satellite models not identified in the preceding paragraph are not included in the settlement and are not entitled to any settlement benefits.

If you leased your Satellite notebook from or to someone else, you may be entitled to settlement benefits. That will depend on whether the person or business from or to whom you leased the notebook also seeks to obtain settlement benefits. Only one person is entitled to benefits for each notebook. Thus, TAIS will provide the benefits to the first person to submit a claim for that notebook.

6. What Toshiba model Satellite notebooks are included?

Any of the following models of Satellite notebook computers: 1000, 1005, 1100, 1105, 1110, 1115, 1130, 1135, 1200, 1715, 1730, 1735, 1750, 1755, 1955, 3000, and 3005.

7. Are there exceptions to being included in the settlement?

Persons who submitted a claim and release to TAIS as part of the Voluntary Satellite Hinge Remediation Program offered by TAIS from November 8, 2007 to March 31, 2008, whose claim was accepted by TAIS, and who deposited, cashed, redeemed, or otherwise used a check or credit voucher from TAIS under the Program are not included in the Settlement Class. TAIS and its officers, directors, employees, and attorneys are not included in the Settlement Class. Federal judges and their families are also excluded.

8. What if I am not sure whether I am included in the settlement?

If you are not sure whether you are included in the Settlement Class, you may visit www.SatelliteHingeSettlement.com for more information, or contact The Garden City Group, Inc. at 1 (866) 697-5557, or call LAC at (404) 577-1777, and ask for assistance.

**THE SETTLEMENT BENEFITS:
WHAT YOU GET AND HOW YOU GET IT**

9. What does the settlement provide?

Certain qualifying owners of the Subject Model Notebooks will be eligible to receive cash refunds of up to \$225 for each repair made to remedy cracking on the plastic housing surrounding the hinges, including cracking of the hinges themselves, on their notebooks. Other qualifying owners of the Subject Model Notebooks will be eligible to receive a cash payment of \$50 or a \$150 credit voucher for future purchases at www.toshibadirect.com. Please see the Answer to Question 10 below to determine whether you qualify for such a refund.

10. How can I get a cash refund or a credit voucher for a cracking-related problem that I had in the past?

There are two different categories of settlement benefits available to qualifying owners of Subject Model Notebooks: a Repair Category and a Non-Repair Category. If you are eligible to receive settlement benefits in both the Repair Category and the Non-Repair Category, you can claim benefits under each category. (In other words, you may have had a Subject Model Notebook repaired to correct cracking of the plastic housing surrounding the notebook's hinges, and you later experienced similar cracking on the replacement cover.) If you choose to do so, however, you must still follow the proof requirements applicable to each category.

If you wish to seek settlement benefits under either the Repair Category or the Non-Repair Category, you will need to submit a claim to TAIS. A claim form is attached to this notice, and extra copies can be downloaded from www.SatelliteHingeSettlement.com. TAIS (through Garden City Group, Inc., the Claims Administrator for the settlement), will then determine if you are eligible for benefits based on the proof that you provided and the other information contained on your claim form. All claims must be made during the 120-day Claims Submission Period, which starts on April 1, 2010 and ends on the Claims Bar Date, which is July 30, 2010.

Information Required to Participate in Either Category: The requirements for providing proof of purchase or proof of the “subject symptom” in order to qualify for either the Repair Category or the Non-Repair Category vary depending upon whether you registered your computer with TAIS or whether you ever took your computer to TAIS or a TAIS Authorized Service Provider for repair of the cracked plastic hinge assemblies (regardless of whether you actually had the Subject Symptom repaired). The enclosed Claim Form will walk you through the type of information required to submit your claim.

Repair Category: The Repair Category provides a cash refund of monies expended to repair cracking on the plastic housing surrounding the hinges, including cracking of the hinges themselves, on a Subject Model Notebook. Such refunds will not exceed \$225 per repair, and will be paid within 90 days of the Claims Bar Date.

If you had a Subject Model Notebook repaired because of cracking of the plastic housing surrounding the hinges (or cracking of the hinges themselves), but the repair was not performed by TAIS or TAIS Authorized Service Provider (“ASP”), you are ineligible to participate in the Repair Category. You may, however, participate in the Non-Repair Category described below.

Non-Repair Category: The Non-Repair Category provides a choice between a \$50 cash award and a \$150 credit voucher towards future purchases made on www.toshibadirect.com. It is available if your Subject Model Notebook experienced cracking on the plastic housing surrounding the hinges, regardless of whether or not you had the notebook repaired for that purpose. The credit vouchers, which will be disseminated within 90 days of the Claims Bar Date, will expire nine months after the date that they have been mailed, and will no longer be valid after that date. You may not transfer a credit voucher to anyone; if you do, and that person tries to use the voucher, it will not be recognized. You can also only use a single credit voucher one time, and may purchase no more than two separate items with the voucher on that one occasion.

In addition, if you meet the proof requirements, you may request from TAIS a free replacement cover for your notebook. Please note, however, that there are only a limited number of such replacement covers still available in TAIS’s inventory. TAIS will thus only be able to honor requests for replacement covers on a first-come, first-served basis. TAIS will also not cover shipping, labor or other costs associated with your receipt or installation of these covers.

11. What claims against TAIS am I releasing?

If you are a Settlement Class Member when the settlement becomes final -- even if you don’t claim the benefits described in Answer 10 -- you will be releasing TAIS and its officers, directors, employees, and related corporate entities, from any liability or claims associated with or relating to the cracking of the plastic housing surrounding the hinges of your computer. The specific terms of the release are set forth in the Settlement Agreement, which can be reviewed at www.SatelliteHingeSettlement.com.

THE LAWYERS REPRESENTING PLAINTIFFS

12. Do I have a lawyer in this case?

Yes. LAC and other Plaintiffs’ Counsel represent you and the other Settlement Class Members. The Court has appointed LAC as Plaintiffs’ Lead Counsel for the lawsuit. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. How will the lawyers be paid?

Plaintiffs’ Counsel will ask the Court for attorneys’ fees and expenses. TAIS has agreed not to oppose Plaintiffs’ Counsel’s request for these fees and expenses up to \$900,000. The Court may award a different amount. TAIS will separately pay the fees and expenses that the Court awards, as well as the costs to provide notice to the Settlement Class and to administer the settlement. These amounts will not come out of the funds for benefits to Settlement Class Members and others. No Settlement Class Member will pay anything.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. What do I do if I do not want to be included in the settlement?

You have a right to exclude yourself or “opt out” of the settlement only if you purchased a Subject Model Notebook before March 12, 2010. To opt out, you must personally sign and mail a request for exclusion to the following address:

Toshiba Satellite Notebook Class Action
c/o The Garden City Group, Inc.
P.O. Box 9540
Dublin OH 43017-4840

You must personally sign the exclusion request and identify the Subject Model Notebook that you purchased or acquired as new (by serial and model number). You must also clearly state that you wish to be excluded from the Settlement Class. Your request must also include your name, address and telephone number, and if you are represented by your own separate counsel, you must also provide that attorney’s name, address and telephone number.

Your exclusion request must be mailed to Garden City Group and must be postmarked no later than May 17, 2010 or it will not be accepted. If you do not specifically request to be excluded by following these directions, you will automatically be a member of the Settlement Class.

If you opt out of the Settlement Class, you will not be eligible for any settlement benefits, and will waive all rights to object to the settlement. Similarly, if you file an objection to the settlement with the Court (see Question 16 below), you will not be able to exclude yourself from the Settlement Class.

15. What happens if I don’t opt out before May 17, 2010?

If the proposed settlement is approved and you are a Settlement Class Member who does not properly and timely exclude yourself from the Settlement Class, all claims that you may have now or in the future against TAIS with respect to cracking of the plastic housing surrounding the hinges (or cracking of the hinges themselves) on Subject Model Notebooks will be **WAIVED AND RELEASED**, and you will be prohibited from bringing any such claims in the future on your own behalf, as provided in the Settlement Agreement.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I like or don’t like the settlement?

If you are a Settlement Class Member, you can express approval of or objection to the settlement. You also can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter to the Court saying that you object to the terms of the settlement in *Atherton v. Toshiba Am. Info. Sys., Inc.* You must include your name and address. You must also provide your signature, and the reasons you object to the settlement. If you are represented by your own separate counsel, that attorney will also need to file his or her appearance with the Court by no later than May 4, 2010.

Your objection must also identify the Subject Model Notebook that you purchased or acquired as new (by serial and model number), the date of your purchase or receipt of the notebook, the State where you purchased the notebook, the amount of your purchase, and the amount of any repair made to your notebook for cracking of the plastic housing surrounding the notebook’s hinges (or cracking of the hinges themselves). You must also enclose copies of any materials that you plan to submit to the Court. You must also clearly state in detail the legal and factual ground(s) for your objection.

To object, you must file the objection with the Clerk of the Court at CLERK OF THE COURT, United States District Court for the Central District of California, 411 West Fourth Street, Room 1053, Santa Ana, California 92701, no later than May 3, 2010. Please include the phrase “*Atherton v. Toshiba Am. Info. Sys., Inc.*, Case No. CV 08-02141 AG (MLGx)” below the Court’s address on the envelope containing your objection.

You must also deliver the objection to plaintiffs’ and TAIS’s counsel at the following addresses, so that it is received by no later than May 3, 2010.

**LEAD COUNSEL FOR PLAINTIFFS
AND THE SETTLEMENT CLASS:**

Robert C. Lamar, Esq.
Lamar, Archer & Cofrin, LLP
50 Hurt Plaza, Suite 900
Atlanta, Georgia 30303

COUNSEL FOR TAIS:

Philip R. Sellinger, Esq.
Greenberg Traurig, LLP
200 Park Avenue
Florham Park, New Jersey 07932

If you file an objection to the settlement with the Court, you will waive all rights to exclude yourself from the Settlement Class.

17. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing before the Honorable Andrew J. Guilford at 10:00 a.m. on May 24, 2010 in Courtroom 10D of the United States District Court for the Central District of California, 411 West Fourth Street, Santa Ana, California. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court also may decide how much to pay Plaintiffs’ Counsel. After the hearing, the Court will decide whether to grant final approval of the settlement. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

No. Plaintiffs’ Counsel will answer any questions that Judge Guilford may have. However, you are welcome to come at your own expense. You also may pay your own lawyer to attend the Fairness Hearing on your behalf. If you send an objection, you don’t have to come to Court to discuss it. As long as your written objection is received before the deadline, and you have followed the directions contained in the Answer to Question 16 above, the Court will consider everything that you have to say.

19. May I speak at the hearing?

That will be up to Judge Guilford. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your “Notice of Intention to Appear in *Atherton v. Toshiba Am. Info. Sys., Inc.*, Case No. CV 08-02141 AG (MLGx)” You must include your name and address, as well as the name, address and telephone number of any attorney who will appear at the Fairness Hearing on your behalf. Your request must also indicate that you timely objected to the Settlement pursuant to the directions contained in the Answer to Question 16 above.

Your letter must also identify the Subject Model Notebook that you purchased or acquired as new (by serial and model number), the date of your purchase or receipt of the notebook, the State where you purchased the notebook, the amount of your purchase, and the amount of any repair made to your notebook for cracking of the plastic housing surrounding the notebook’s hinges (or cracking of the hinges themselves). You must also include your signature and the specific reasons why you wish to speak at the Fairness Hearing, as well as any ground(s) for your objection.

Your Notice of Intention to Appear must be filed with the Clerk of the Court at the address listed in the Answer to Question 16 above no later than May 4, 2010. Please include the phrase “*Atherton v. Toshiba Am. Info. Sys., Inc.*, Case No. CV 08-02141 AG (MLGx)” below the Court’s address on the envelope containing your notice. Your notice must also be received by plaintiffs’ counsel and TAIS’s counsel at the addresses listed in the Answer to Question 16 above no later than May 4, 2010.

QUESTIONS? CALL TOLL-FREE 1 (866) 697-5557 OR VISIT www.SatelliteHingeSettlement.com

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you do nothing, you will be a member of the Settlement Class. However, you will not get any cash refunds, cash payments or credit vouchers. Moreover, any and all claims you have relating to cracking of the plastic housing surrounding the notebook's hinges (or cracking of the hinges themselves) in the Subject Model Notebooks will be released.

21. How do I get more information?

If you think you may be a Settlement Class Member or may have purchased a Subject Model Notebook and would like more information about the lawsuit or the terms of the proposed settlement, you may review the pleadings, records and other papers on file in this lawsuit, including the Court's Order regarding the Preliminary Approval of Class Settlement and the proposed Settlement Agreement, which may be inspected on weekdays, during normal business hours, at the Clerk's Office, United States District Court for the Central District of California, 411 West Fourth Street, Room 1053, Santa Ana, California. The Preliminary Approval Order and Settlement Agreement will also be available on www.SatelliteHingeSettlement.com. For information on any matters contained in this Notice, you may write to or call plaintiffs' counsel, LAC, at 50 Hurt Plaza, Suite 900, Atlanta, Georgia 30303, or call 1 (866) 697-5557.

PLEASE DO NOT CONTACT THE COURT DIRECTLY WITH QUESTIONS ABOUT THE SETTLEMENT.

Dated: April 1, 2010