

# **Exhibit A**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

IN RE DYNAMIC RANDOM ACCESS MEMORY  
(DRAM) ANTITRUST LITIGATION

This Document Relates To:  
All Direct Purchaser Actions

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

**PROOF OF CLAIM**

**TO: ALL PERSONS OR ENTITIES WHO DIRECTLY PURCHASED DRAM (DYNAMIC RANDOM ACCESS MEMORY) IN THE UNITED STATES DURING THE PERIOD OF APRIL 1, 1999 THROUGH JUNE 30, 2002 FROM THE DEFENDANTS OR THEIR SUBSIDIARIES. (Refer to Definitions below.)**

**I. GENERAL INSTRUCTIONS**

This Proof of Claim form ("Claim Form") must be completed and returned by Class Members who seek payment from the settlements. It must be postmarked no later than December 31, 2007. Claim Forms can be completed and filed on-line at [www.dramantitrustsettlement.com](http://www.dramantitrustsettlement.com). If you fail to mail a timely, properly addressed Claim Form or complete and file a timely on-line Claim Form, your claim may be rejected and you may be precluded from any recovery from the settlements. Class Members who choose not to file an on-line Claim Form should mail their completed Claim Form to the Claims Administrator at:

*In re DRAM Antitrust Litigation*  
c/o Rust Consulting, Inc.  
P.O. Box 24657  
West Palm Beach, FL 33416

Members of the Class who did not timely and validly seek exclusion from the Settlement Class will be bound by the judgment entered approving these settlements as to Defendants and the Releasees regardless of whether they submit a Claim Form. If you have submitted a request for exclusion from the Settlement Class in connection with settlements, do not submit this Claim Form. Also, if you entered into a settlement with any defendant for your purchases from that defendant, or assigned or transferred your claim for any purchases, your Claim Form must not include, as part of your claim, any of those purchases. For example, if Class Member A purchased \$10,000 from defendant 1 and entered into a settlement with defendant 1 for those purchases, that \$10,000 must not be included as part of your claim.

**II. DEFINITIONS**

- A) "Class Period" means April 1, 1999 through June 30, 2002.
- B) "Defendant" or "Defendants" means the following entities which are named as defendants in this action:

Elpida Memory, Inc.

Elpida Memory (USA) Inc.

Hynix Semiconductor, Inc.

Hynix Semiconductor America, Inc.

Infineon Technologies AG

Mosel-Vitellic, Inc.

Mosel Vitelic Corp.

NEC Electronics America, Inc.

Nanya Technology Corporation USA

Samsung Electronics Company, Ltd.

**CLAIM FORMS MAY BE FILED ON-LINE AT [WWW.DRAMANTITRUSTSETTLEMENT.COM](http://WWW.DRAMANTITRUSTSETTLEMENT.COM)**

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

C) "Class" means all individuals and entities who, 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 or their subsidiaries. Excluded from the Class are Defendants and their parents, subsidiaries, affiliates, all governmental entities and co-conspirators.

D) "Releasees" shall refer jointly and severally, individually and collectively, to all Defendants listed above and their respective past and present parents, subsidiaries, affiliates, officers, directors, employees, agents, attorneys, servants, representatives (and the parents', subsidiaries', and affiliates' past and present officers, directors, employees, agents, attorneys, servants, and representatives), and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing.

E) "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 ("ASYNC"), FPM DRAM, EDO DRAM, BEDO DRAM, and double data rate synchronous dynamic random access memory ("DDR") semiconductor devices and modules.

F) "Class Members" mean all members of the Class who did not timely and validly elect to be excluded from the Class certified by the Court.

#### **REMINDER LIST**

Please make sure that you:

1. Sign the Certification on page 3 of the Claim Form (Part IV);
2. Keep a copy of the completed Claim Form for your records;
3. You must keep originals and/or copies of your purchase orders, invoices, or other documentation of your purchases in case verification of your claim is necessary. ***DO NOT*** attach documentation to this Claim Form;
4. Send your Claim Form by Certified Mail (return receipt requested) if you want proof that your claim form was received; and
5. Submit your claim form **postmarked no later than December 31, 2007.**

#### **ADDITIONAL INFORMATION**

Contact the Claims Administrator at:  
Toll-free 1-866-483-9938

**OR**

Visit the website:  
[www.dramantitrustsettlement.com](http://www.dramantitrustsettlement.com).

If you change your mailing address, please notify the Claims Administrator, in writing, at:

*In re DRAM Antitrust Litigation*  
c/o Rust Consulting, Inc.  
P.O. Box 24657  
West Palm Beach, FL 33416

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DRAM



**PART 2: SCHEDULE OF QUALIFYING PURCHASES**

In the table below, list the total dollar amount (in U.S. dollars) of your purchases of DRAM made directly from each Defendant during the Class Period. *Amounts should be rounded to the nearest dollar.* (Example: \$12,345.67 should be entered as \$12,346.) Do not include transportation charges, rebates, refunds, credits, etc. If you did not purchase DRAM from a Defendant, or if you settled with a particular Defendant, assigned or transferred your claim, write "No Purchases" in the corresponding Defendant box below.

**PURCHASES IN DOLLARS FROM APRIL 1, 1999 THROUGH JUNE 30, 2002**

Infineon1	\$	<input type="text"/>	,	<input type="text"/>	,	<input type="text"/>
Samsung2	\$	<input type="text"/>	,	<input type="text"/>	,	<input type="text"/>
Hynix3	\$	<input type="text"/>	,	<input type="text"/>	,	<input type="text"/>
Elpida4	\$	<input type="text"/>	,	<input type="text"/>	,	<input type="text"/>
NEC5	\$	<input type="text"/>	,	<input type="text"/>	,	<input type="text"/>
Micron6	\$	<input type="text"/>	,	<input type="text"/>	,	<input type="text"/>
Winbond7	\$	<input type="text"/>	,	<input type="text"/>	,	<input type="text"/>
Mosel8	\$	<input type="text"/>	,	<input type="text"/>	,	<input type="text"/>
Nanya9	\$	<input type="text"/>	,	<input type="text"/>	,	<input type="text"/>
<b>Total</b>	\$	<input type="text"/>	,	<input type="text"/>	,	<input type="text"/>

Pursuant to Court order, the Settlement Fund will be distributed to Class Members based upon the *pro rata* share of the total amount of DRAM that each Class Member purchased directly from Defendants from April 1, 1999 through June 30, 2002.

- 1 "Infineon" means Infineon Technologies AG and Infineon Technologies North America Corp.
- 2 "Samsung" means Samsung Electronics Company, Ltd. and Samsung Semiconductor, Inc.
- 3 "Hynix" means Hynix Semiconductor, Inc. and Hynix Semiconductor America, Inc.
- 4 "Elpida" means Elpida Memory, Inc. and Elpida Memory (USA) Inc.
- 5 "NEC" means NEC Electronics America, Inc.
- 6 "Micron" means Micron Technology, Inc. and Micron Semiconductor Products, Inc. through its Crucial Technology division
- 7 "Winbond" means Winbond Electronics Corporation and Winbond Electronics Corporation America
- 8 "Mosel" means Mosel-Vitec, Inc. and Mosel Vitec Corp.
- 9 "Nanya" means Nanya Technology Corporation USA



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DRAM



**PART 3: SUBMISSION TO JURISDICTION OF THE DISTRICT COURT**

By signing below, you are verifying that:

1. You have documentation to support your claim and agree to provide additional information to Class Counsel or the Claims Administrator to support your claim if necessary;
2. You have not assigned or transferred (or purported to assign or transfer) or settled for the same purchases or submitted any other claim for the same purchases of DRAM and have not authorized any other person or entity to do so, and know of no other person or entity having done so on your behalf; and
3. The information provided in this Claim Form is accurate and complete.

**PART 4: CERTIFICATION**

I (We) certify that I am (We are) NOT subject to backup withholding under the provisions of Section 3406 (a)(1)(c) of the Internal Revenue Code because: (a) I am (We are) exempt from backup withholding, or (b) I (We) have not been notified by the I.R.S. that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the I.R.S. has notified me (us) that I am (we are) no longer subject to backup withholding.

NOTE: If you have been notified by the I.R.S. that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.

I (WE) DECLARE, UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA, THAT THE INFORMATION PROVIDED IN THIS PROOF OF CLAIM FORM IS TRUE AND CORRECT.

This certification was executed on the \_\_\_\_\_ of \_\_\_\_\_, 2007,  
(day) (month)

in \_\_\_\_\_  
(City/State/Country)

**SIGNATURE OF CLAIMANT:** (If this claim is being made on behalf of Joint Claimants, then each must sign)

Signature:

Type/Print Name:

Company's Name:

Capacity of person signing; e.g. President:

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**ACCURATE PROCESSING OF CLAIMS MAY TAKE SIGNIFICANT TIME.  
THANK YOU, IN ADVANCE, FOR YOUR PATIENCE.**

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DRAM



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