

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

In Re DYNAMIC RANDOM ACCESS MEMORY
(DRAM) ANTITRUST LITIGATION

Master File No: M-02-1486 PJH (JCS)

MDL No. 1486

This Document Relates to:

CLASS ACTION

ALL DIRECT PURCHASER ACTIONS

To: ALL CLASS MEMBERS

NOTICE OF PARTIAL CLASS ACTION SETTLEMENTS

PLEASE READ THIS ENTIRE NOTICE CAREFULLY. IT AFFECTS YOUR RIGHTS, INCLUDING YOUR RIGHT TO SHARE IN FOUR CLASS ACTION SETTLEMENTS TOTALING ONE HUNDRED FORTY-THREE MILLION TWO HUNDRED FORTY-SEVEN THOUSAND U.S. DOLLARS (\$143,247,000.00) IN CASH THAT HAVE BEEN REACHED WITH CERTAIN DEFENDANTS TO PARTIALLY SETTLE THIS ACTION.

This Notice is given pursuant to Rule 23 of the Federal Rules of Civil Procedure and Order of the United States District Court for the Northern District of California (the "District Court"). Pending in the District Court are class actions brought on behalf of direct purchasers of Dynamic Random Access Memory ("DRAM"). The class actions allege violations of the antitrust laws in connection with the sale of DRAM. If you are a Class Member, your rights will be affected by four separate proposed settlements with Defendants: 1) Elpida Memory, Inc. and Elpida Memory (USA) Inc. (collectively, "Elpida"); 2) NEC Electronics America, Inc. ("NEC"); 3) Winbond Electronics Corporation and Winbond Electronics Corporation America (collectively, "Winbond"); and 4) Micron Technology, Inc.; Micron Semiconductor Products, Inc. through its Crucial Technology division (collectively, "Micron") (the "Proposed Settlements"). Elpida, NEC, Winbond and Micron are collectively referred to as the "Settling Defendants." This Notice is being sent to inform you of the four Proposed Settlements on behalf of the Class and of your rights with respect thereto.

On June 5, 2006, the Court certified a litigation class and ordered that the action may proceed as a class action. You were previously notified that settlements had been reached with Defendants Infineon Technologies AG and Infineon Technologies North America Corp; Samsung Semiconductor, Inc.; and Hynix Semiconductor, Inc. and Hynix Semiconductor America, Inc., in the total amount of \$160,750,000. The Court has granted final approval of those three settlements, and they are now final.

Pursuant to Orders of the District Court, the four additional Proposed Settlements with Elpida, NEC, Winbond and Micron have been provisionally approved by the Court. A hearing will be held on April 18, 2007, at 9:00 a.m., before the Honorable Phyllis J. Hamilton, in Courtroom 3, on the 17th Floor of the United States District Courthouse, at 450 Golden Gate Avenue, San Francisco, California 94102, to determine whether each of the Proposed Settlements is fair, adequate, and reasonable to the Class and, therefore, whether this litigation should be dismissed with prejudice against each of the Settling Defendants (the "Fairness Hearing"). The time and date of the Fairness Hearing may be continued without further notice to the Class.

I. THE CLASS

The Class includes 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, and who did not request exclusion by October 3, 2006, settle or release their

claims, and/or whose claims are not otherwise precluded (“Class Members”). Excluded from the Class are Defendants and their parents, subsidiaries, affiliates, all governmental entities, and co-conspirators.

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.

IF YOU ARE A MEMBER OF THE CLASS, YOU NEED NOT TAKE ANY ACTION AT THIS TIME. YOUR RIGHTS AS A CLASS MEMBER WILL BE REPRESENTED BY THE PLAINTIFFS AND CLASS COUNSEL, AND YOU WILL BE ENTITLED, AT A LATER DATE, TO SUBMIT A CLAIM FORM TO SHARE IN THE PROCEEDS OF THE SETTLEMENTS.

II. THE CLASS ACTIONS

Class Plaintiffs Onshore, Inc.; Internet Integration, Inc.; Kevin Irwin d/b/a as Kevin’s Computer and Photo; PC Doctor, Inc.; Advanced Technology, Inc.; Network Business Solutions, Inc.; JEM Electronics Distributors, Inc.; Daniel Clement; Web Ideals, LLC; and 5207, Inc. (“Plaintiff Class Representatives”) have filed a class action lawsuit against Defendants Micron Technology, Inc.; Micron Semiconductor Products, Inc. through its Crucial Technology division; Infineon Technologies AG; Infineon Technologies North America Corp.; Hynix Semiconductor, Inc.; Hynix Semiconductor America, Inc.; Samsung Electronics Co., Ltd.; Samsung Semiconductor, Inc.; Mosel-Vitec Corporation; Mosel-Vitec Corporation (USA); Nanya Technology Corporation; Nanya Technology Corporation USA; Winbond Electronics Corporation; Winbond Electronics Corporation America; Elpida Memory, Inc.; Elpida Memory (USA) Inc.; and NEC Electronics America, Inc. (“Defendants”).

The lawsuit alleges that, beginning at least as early as April 1, 1999 and continuing to June 30, 2002, the Defendants engaged in an unlawful conspiracy to fix, raise, maintain or stabilize the prices of DRAM in the United States and/or to allocate among themselves, major customers and accounts in violation of Section 1 of the Sherman Act, Title 15 U.S.C. § 1. Plaintiffs allege that, as a result of the unlawful conspiracy, they and other members of the Class paid more for DRAM than they would have paid absent the alleged conspiracy. The Defendants deny all of Plaintiffs’ allegations and have asserted numerous affirmative defenses. Defendants Infineon Technologies AG, Samsung Electronics Company, Ltd., Hynix Semiconductor, Inc., Elpida and certain of their employees have pleaded guilty to criminal violations of the federal antitrust laws.

The District Court approved appointment of the Plaintiff Class Representatives and Class Counsel to represent the interests of the Class, and ordered that this Notice be provided to members of the Class.

THE DISTRICT COURT HAS NOT PASSED ON ANY OF THE CLAIMS OR DEFENSES OF THE PARTIES. THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE DISTRICT COURT AS TO THE MERITS OF ANY CLAIMS OR DEFENSES ASSERTED BY THE PARTIES.

III. THE PARTIES’ REASONS FOR SETTLEMENT

As part of this litigation, Class Counsel has conducted extensive formal discovery into the claims of the members of the Class and the defenses that might be asserted thereto. This investigation has included discovery and analysis of millions of pages of Defendants’ documents and records, conducting more than seventy (70) depositions of certain of Defendants’ officers and employees and third parties, and consultation with expert consultants, as well as extensive analysis of relevant legal issues. Based on this investigation, Class Counsel believe that the Settlements are fair, reasonable, and adequate and in the best interests of the Class. Class Counsel and Plaintiff Class Representatives also recognize the expense and length of continued proceedings necessary to continue the litigation against the Defendants through verdict, judgment, and appeals, and have taken into account the uncertainty and the risk of the outcome of continued litigation, especially in complex actions such as these, and the difficulties and delays inherent in such actions.

Settling Defendants have denied and continue to deny each and all of the claims and contentions alleged by the Plaintiff Class Representatives. Settling Defendants have repeatedly asserted and continue to assert many defenses thereto, and have expressly denied and continue to deny any wrongdoing or legal liability arising out of any of the conduct alleged in the class action, or that the Class has suffered any damage by reason of the alleged wrongdoing. Nevertheless, Settling Defendants have concluded that the further conduct of this litigation against them would be protracted and expensive and that settlement therefore is desirable. Settling Defendants also have taken into account the uncertainty and the risk of the outcome in any litigation, especially complex cases such as this one. Settling Defendants have, therefore, determined that it is desirable and beneficial to them that the litigation be settled in the manner and upon the terms and conditions set forth in the parties' Settlement Agreements.

IV. THE PROPOSED SETTLEMENTS

THIS IS ONLY A SUMMARY OF THE PROPOSED SETTLEMENTS. THE SETTLEMENT AGREEMENTS ARE ON FILE WITH THE DISTRICT COURT AND ARE AVAILABLE ONLINE AT: www.dramantitrustsettlement.com.

The Proposed Settlements represent compromises of disputed claims. They do not mean that liability or damages would have been found against any of the Settling Defendants. The Settling Defendants continue to deny any and all wrongdoing or liability. Each of the Proposed Settlements is separate and independent from the other.

The Settlement with Elpida requires the payment of Fourteen Million Seven Hundred Fifty Thousand U.S. Dollars (\$14,750,000) in cash, Seven Million Three Hundred Seventy-Five Thousand U.S. Dollars (\$7,375,000) to be paid into an interest-bearing account within ten (10) business days from November 30, 2006, and Seven Million Three Hundred Seventy-Five Thousand U.S. Dollars (\$7,375,000) to be paid into an interest-bearing account within sixty (60) days after the first payment is made. The first payment was made on December 14, 2006. The Settlement also provides that up to \$400,000 of the settlement fund may be used towards payment of the costs of notice to the Class and for administration costs, and that following final approval of the Settlement Agreement by the Court, Class Counsel may use, subject to the Court's approval, up to \$500,000 for expenses in prosecuting the action against non-settling Defendants.

The Settlement with NEC requires the payment of Thirty-Five Million Nine Hundred Sixty Thousand U.S. Dollars (\$35,960,000) in cash, Seventeen Million Nine Hundred Eighty Thousand U.S. Dollars (\$17,980,000) to be paid into an interest-bearing account within ten (10) business days from November 30, 2006, and Seventeen Million Nine Hundred Eighty Thousand U.S. Dollars (\$17,980,000) to be paid into an interest-bearing account within sixty (60) days after the first payment is made. The first payment was made on December 14, 2006. The Settlement also provides that up to \$400,000 of the settlement fund may be used towards payment of the costs of notice to the Class and for administration costs, and that following final approval of the Settlement Agreement by the Court, Class Counsel may use, subject to the Court's approval, up to \$500,000 for expenses in prosecuting the action against the non-settling Defendants.

The Settlement with Winbond requires the payment of Two Million U.S. Dollars (\$2,000,000) in cash to be paid into an interest-bearing account by February 2, 2007. That amount has been paid. The Settlement also provides that up to \$400,000 of the settlement fund may be used towards payment of the costs of notice to the Class and for administration costs.

The Settlement with Micron requires the payment of Ninety Million Five Hundred Thirty-Seven Thousand U.S. Dollars (\$90,537,000) in cash, Forty-Five Million Two Hundred Sixty-Eight Thousand Five Hundred U.S. Dollars (\$45,268,500) to be paid into an interest-bearing account within ten (10) business days from January 24, 2007, and Forty-Five Million Two Hundred Sixty-Eight Thousand Five Hundred U.S. Dollars (\$45,268,500) to be paid into an interest-bearing account within sixty (60) days after the first payment is made. The first payment was made on February 7, 2007. The Settlement also provides that up to \$400,000 of the settlement fund may be used towards payment of the cost of notice to the Class and for administration costs, and that following final approval of the Settlement Agreement by the Court, Class Counsel may use, subject to the Court's approval, up to \$500,000 for expenses in prosecuting the action against non-settling Defendants.

The Proposed Settlements also require the Settling Defendants to cooperate with Plaintiff Class Representatives in the ongoing prosecution of the litigation against the remaining Defendants.

If each of the Proposed Settlements is approved by the District Court and becomes effective, each member of the Class that did not timely and validly exclude itself from the Class (the "Releasers") shall have completely

released, acquitted, and forever discharged the Settling Defendants (and their officers, directors, employees, parents, subsidiaries, and other affiliated persons and entities) whose settlements are approved by the District Court from any and all claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature (whether or not any Releasor objects to the Proposed Settlements or makes a claim upon or participates in the settlement fund, whether directly, representatively, derivatively, or in any other capacity) that Releasors, 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, damages, and the consequences thereof, in any way arising out of or resulting from conduct concerning the pricing, selling, discounting, marketing, or distributing of DRAM to the Class during the Class Period or during any other period whatsoever up to the date the Proposed Settlements were executed. However, the release shall not affect the rights of Class Members to: (i) pursue claims relative to any product defect, breach of contract, or similar claim against Settling Defendants; or (ii) pursue claims against Settling Defendants based on indirect purchases of DRAM or purchases of DRAM outside the United States.

The releases and dismissals of claims against Settling Defendants will have no effect upon any claims Class Members may have against the Defendants other than Settling Defendants.

V. YOUR SHARE OF THE SETTLEMENT

You do not need to do anything to remain in the Class, nor is there another opportunity to request exclusion from the Class. If the Proposed Settlements are approved by the District Court and become effective, Class Members will be able to share in the settlement proceeds after payment of attorneys' fees, expenses, and interest thereon, costs of the settlements, notice, and administration, and payment of incentive benefits to the Plaintiff Class Representatives if approved by the Court (the "Net Settlement Fund"). The settlement fund will be distributed at a later date, and therefore no claim forms are to be submitted at this time. Class Counsel are not requesting attorneys' fees at this time. At an appropriate time, Class Counsel will request attorneys' fees in an amount not to exceed 25% of the total settlement fund, plus their expenses. The settlement payments received thus far have been, and additional payments will be, deposited into interest-bearing accounts for the benefit of the Class.

At final approval, Class Counsel and Plaintiff Class Representatives will ask the Court to approve a plan of allocation and distribution of the Net Settlement Fund on a *pro rata* basis among Class Members based on the dollar amount each Class Member paid to Defendants for direct purchases of DRAM from the Defendants during the period April 1, 1999 through June 30, 2002. If the Court approves the plan of allocation, you will be entitled to file a claim to share in the Net Settlement Fund.

You should retain all documents that substantiate your purchases of DRAM during the Class Period from each of the Defendants. If you change your address, or if this Notice was not mailed to your correct address, you should immediately provide your correct address to: DRAM Antitrust Litigation, c/o Rust Consulting, Inc., P.O. Box 24657, West Palm Beach, FL 33416 (the "Class Administrator"). If Class Counsel does not have your correct address, you may not receive the claim form or other important documents in this litigation.

VI. RIGHT TO APPEAR AND OBJECT AT THE FAIRNESS HEARING

Any Class Member may appear and be heard regarding any of the matters to be heard by the District Court at the Fairness Hearing. You do not need to appear at the hearing; however, any member of the Class may object to the Proposed Settlements, but any such objections must be filed in writing with the Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, California 94102, no later than March 26, 2007, with copies served on the counsel identified below:

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Any Class Member who does not object in the manner provided herein waives any objections. The time and date of the Fairness Hearing may be continued from time to time.

VII. ADDITIONAL INFORMATION

THIS NOTICE IS ONLY A SUMMARY OF THE PROPOSED SETTLEMENTS AND RELATED MATTERS. For more detailed information about this litigation, you are referred to the pleadings, the orders of the District Court, and other papers filed in the action which may be inspected at the Office of the Clerk of the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, California 94102, during regular business hours. In addition, the Settlement Agreements are available online at www.dramantitrustsettlement.com.

ALL INQUIRIES CONCERNING THIS NOTICE AND THE SETTLEMENT AGREEMENTS SHOULD BE DIRECTED TO PLAINTIFFS' CLASS COUNSEL OR THE CLASS ADMINISTRATOR AT THE ADDRESSES LISTED ABOVE OR CALL THE CLASS ADMINISTRATOR AT (866) 483-9938. INQUIRIES SHOULD NOT BE DIRECTED TO COUNSEL FOR SETTLING DEFENDANTS, THE COURT, OR THE CLERK'S OFFICE.

Dated: February 14, 2007

BY ORDER OF THE DISTRICT COURT
United States District Court
for the Northern District of California
San Francisco, CA