

**If you purchased a Hewlett-Packard or HP Compaq notebook computer,  
you may benefit from a Proposed Class Action Settlement.**

**HP zd7000, HP Compaq nx9500, HP zx5000, zv5000, R3000 or HP Compaq nx9100  
series notebooks are affected**

***The Federal Court authorized this Notice. This is not a solicitation from a lawyer.***

- A Proposed Settlement has been reached in a consolidated class action lawsuit. The lawsuit claims that Hewlett-Packard (“HP”) sold certain notebook computers with allegedly defective graphics cards that had the potential to cause the notebook computers to overheat and eventually fail, resulting in unexpected shutdowns, crippled graphics capabilities, or permanent damage to the motherboard (a “graphics card failure”). The lawsuit also claims that HP sold other notebook computers with allegedly defective power jacks that failed, rendering the computer inoperable or unable to recharge the battery power source of the computer (a “power connector failure”). The lawsuit also claims that HP sold some Class Members separate extended service contracts with a promise to pick up, repair and return the Affected Graphics Card Models (as defined below) within three business days, but failed to meet the three day promise. HP denies all these claims. The Court did not rule in favor of Plaintiffs or Defendant. Instead, the parties agreed to a Proposed Settlement in order to avoid the expense and risks of continuing the lawsuit.
- Your legal rights are affected whether you act or don’t act. Read this Notice carefully.
- If you are eligible, the Proposed Settlement will provide: (1) free repairs, including free roundtrip shipping and handling costs and a limited warranty covering such repairs; or (2) reimbursement of up to \$650 for certain repairs that you paid for; or (3) a Discount Certificate for future purchases on select HP products.
- You are a Class Member if you purchased an HP zd7000, HP Compaq nx9500, HP zx5000, zv5000, R3000 or HP Compaq nx9100 series notebook computer AND the model purchased bears one of the affected Stock Keeping Unit (“SKU”) and serial numbers on the computer label (see Pages 3-4 below for a listing of the SKU and serial numbers).
- You are not part of the class if: (a) you purchased a listed model but it does not bear one of the affected SKU or serial numbers; (b) your Affected Graphics Card Model (defined below) was already repaired with a new motherboard and graphics card from the “Rome” series of notebook computers free of charge to you; or (c) your Affected Power Connector Model (as defined below) was already repaired with a new power jack or motherboard free of charge to you. See question 5 on pages 3-4, below.
- ***Your rights are affected whether you act or don’t act, so please read this Notice carefully.***

**YOUR RIGHTS AND CHOICES:**

<b>YOU MAY:</b>		<b>DUE DATE</b>
<b>FILE A CLAIM FORM</b>	This is the <u>only</u> way to get a repair, cash reimbursement, or a Discount Certificate.	<b><i>Postmarked by February 8, 2008</i></b>
<b>OBJECT</b>	Write to the Court about why you don’t like the Proposed Settlement.	<b><i>Postmarked by December 31, 2007</i></b>
<b>EXCLUDE YOURSELF</b>	Ask to get out of the Proposed Settlement. If you do this, you cannot get any Settlement benefits, but you keep your right to sue HP yourself regarding the claims in the lawsuits.	<b><i>Postmarked by December 31, 2007</i></b>
<b>APPEAR IN THE LAWSUIT OR GO TO A HEARING</b>	Participate in the Proposed Settlement on your own or through your own lawyer. You can also ask to speak in Court about the Proposed Settlement.	<b><i>Postmarked by December 31, 2007</i></b>
<b>DO NOTHING</b>	You get no Settlement benefits and you give up the right to sue HP on your own regarding the claims later.	

- These rights and choices – **and the deadlines to exercise them** – are further explained in this Notice.
- The Court still has to decide whether to approve the Proposed Settlement. Benefits will be provided only if the Court approves the Proposed Settlement and after any appeals are resolved.

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## BASIC INFORMATION

### 1. Why did I get this Notice?

If you received this Notice in the mail or by e-mail, you have been identified from available records as a purchaser of an HP notebook computer. You also may have received this Notice because you requested more information after reading the Publication Notice.

The Court ordered that you be given this Notice because you have the right to know about a Proposed Settlement of consolidated class actions filed against HP that may affect you. You have legal rights and choices to make before the Court decides whether to approve the Proposed Settlement.

This Notice explains:

- What the lawsuits are about.
- Who is included in the Proposed Settlement.
- How the Proposed Settlement may benefit you.
- What your legal rights are.
- How to get the benefits of the Proposed Settlement.

### 2. What are the lawsuits about?

This lawsuit is a combination of four separate class actions filed against HP. One of those class actions claimed that the Affected Graphics Card Models (defined below) were defective because the graphics cards in those computers generated significant heat. The action claimed that this heat caused the computer to shut down unexpectedly and caused permanent damage to the computer's motherboard. The lawsuit also claimed that HP sold some Class Members separate extended service contracts with a promise to pick up, repair and return the Affected Graphics Card Models (defined below) within three business days, but failed to meet the three day promise.

The other three class actions claimed that the Affected Power Connector Models (defined below) had a defective power jack. The actions claimed that any movement of the computer would loosen, weaken, and ultimately break the connection between the power jack and the computer's motherboard. The actions claimed that this problem rendered the computer inoperable or unable to recharge the battery power source of the computer.

HP denies all these claims. The Court did not rule in favor of Plaintiffs or Defendant. Instead, the parties agreed to a Proposed Settlement in order to avoid the expense and risks of continuing the combined lawsuit.

The Court in charge of this lawsuit is the United States District Court for the Northern District of California. All four actions are now combined as one lawsuit called *In re HP Power Plug and Graphic Card Litigation*, No. 06-2254. The persons who sued are called the Plaintiffs, and the company being sued, Hewlett-Packard or HP, is called the Defendant.

### 3. Why is this a class action?

In a class action, one or more people, called Class Representatives, sue on behalf of other people who have similar claims. All these people together are a "Class" or "Class Members." One Court decides all the issues in the lawsuit for all Class Members, except for those who exclude themselves from the Class. In this lawsuit, the Class Representatives are asking the Court to decide the issues for all purchasers of the HP notebook computers affected by the lawsuit.

### 4. Why is there a Proposed Settlement?

The Court did not rule in favor of Plaintiffs or Defendant. Instead, the parties agreed to a Proposed Settlement in order to avoid the expense and risks of continuing the lawsuits. The Class Representatives and the attorneys think the Settlement is best for all Class members.

## WHO IS IN THE PROPOSED SETTLEMENT CLASS

### 5. How do I know if I'm part of the Proposed Settlement Class?

You are a Class Member if you purchased or received as a gift an Affected Graphics Card or Affected Power Connector Model notebook computer as follows:

- **Affected Graphics Card Models:** (a) an **HP zd7000** series, which bears one of the following SKU numbers on the computer label: (i) DN730AV; (ii) DN730AVR; (iii) DU887AV; (iv) DU887AVR; (v) DU888AV; (vi) DU888AVR; (vii) PD294AV; (viii) PD295AV; (ix) PF163UA; (x) PF163UAR; (xi) PF164UA; (xii) PF164UAR; (xiii) PF166UA; (xiv) PF166UAR; (xv) PF167UA; (xvi) PF167UAR; (xvii) PF169UA; (xviii) PF169UAR; (xix) PM018UA; (xx) PM018UAR; (xxi) PM021UA; or (xxii) PM021UAR; or (b) an **HP Compaq nx9500** series, which bears one of the following SKU numbers on the computer label: (i) PF031UA; (ii) PF030UA; or (iii) PF032UA.
- **Affected Power Connector Models:** (a) an **HP zx5000, zv5000, or R3000** series that has a serial number of xxx409xxxx or lower and which bears one of the following SKU numbers on the computer label: (i) DX995U; (ii) DS481U; (iii) DS479U; (iv) DV563AT; (v) DV562AT; (vi) DV561AT; (vii) DZ314U; (viii) DZ313U; (ix) DS477U; (x) DS476U; (xi) DS474U; (xii) DS472U; (xiii) DS471U; (xiv) DS473U; (xv) DR892A; (xvi) DR891A; (xvii) PC897U; (xviii) DU912U; (xix) DU910U; (xx) DS502A; (xxi) DU913U; (xxii) DU607A; (xxiii) DU608A; (xxiv) PC896U; (xxv) DZ329U; (xxvi) DZ332U; (xxvii) DZ330U; (xxviii) DS516U; (xxix) DS515U; (xxx) DS513U; (xxxii) DS512U; (xxxiii) DS511U; (xxxiiii) DV192AT; (xxxv) DZ191AT; (xxxvi) DZ338U; or (xxxvii) DZ337U; or (b) an **HP Compaq**

**nx9100** series that has a serial number of xxx409xxxx or lower and which bears one of the following SKU numbers on the computer label: (i) DV102U; (ii) DW787AA; (iii) DW786AA; or (iv) DV112U; or **(c)** an **HP zd7000** series that has a serial number of xxx420xxxx or lower and which bears one of the following SKU numbers on the computer label: (i) DM788A; (ii) DM789A; (iii) DM790A; (iv) DM791A; (v) DM793A; (vi) DP446U; (vii) DP447U; (viii) DP448U; (ix) DP684AS; (x) DR089U; (xi) DR341U; (xii) DS487U; (xiii) DS488U; (xiv) DS489U; (xv) DS490U; (xvi) DS491U; (xvii) DS492U; (xviii) DT859U; (xix) DT860U; (xx) DV601U; (xxi) DZ378U; (xxii) PF163UA; (xxiii) PF164UA; (xxiv) PF166UA; (xxv) PF167UA; (xxvi) PF168UA; (xxvii) PF169UA; (xxviii) PM016UA; (xxix) PM018UA; (xxx) PM019UA; or (xxxix) PM021UA; or **(d)** an **HP Compaq nx9500** series that has a serial number of xxx420xxxx or lower and which bears one of the following SKU numbers on the computer label: (i) PF030UA; (ii) PF031UA; (iii) PF032UA; (iv) PR039UA; or (v) PR040UA.

You must have purchased the computer for your own use or received it as a gift (and not for resale or distribution).

You are also a Member of a Three-Day Repair Subclass and may be eligible for additional relief (see Question 9(D) on page 5) if you purchased one of the Affected Graphics Card Models listed above and an Extended Service or other similar plan which required HP to conduct repairs within a three business day time frame.

#### 6. How do I know if my notebook computer is one of the models covered by the Proposed Settlement?

You can check to see if your HP notebook computer is among those listed above by: (a) looking on the front panel of the computer for the model number; and (b) looking on the bottom of the computer for the SKU number and serial number. The SKU number is sometimes referred to as the “Part Number” or “p/n.” The serial number is sometimes referred to as “s/n.” You can also find the model number in the User’s Guide that came with your computer. If you have any trouble finding the model number, SKU number, or serial number, you can visit the Proposed Settlement website at [www.hpnotebooksettlement.com](http://www.hpnotebooksettlement.com) for further instructions.

#### 7. How do I know if my notebook computer experienced the alleged graphics card or power connector failure?

A “graphics card failure” is defined in the Settlement Agreement as “an alleged failure of the graphics card in an Affected Graphics Card Model that results in unexpected shutdowns, crippled graphics capabilities, or permanent damage to the motherboard.”

A “power connector failure” is defined in the Settlement Agreement as a “failure of the power plug in an Affected Power Connector Model that causes a break in the power connection between the power connector and the motherboard, rendering the computer inoperable or unable to recharge the battery power source of the computer.”

#### 8. Are there exceptions to being included?

You are not part of the class if: (a) your computer model, SKU number, and/or serial number do not match those in the above list; (b) your Affected Graphics Card Model was already repaired with a new motherboard and graphics card from the “Rome” series of notebook computers, free of charge to you, unless you are part of the Three-Day Repair Subclass; or (c) your Affected Power Connector Model was already repaired with a new power jack or motherboard, free of charge to you.

All persons who are employees, directors, officers and agents of HP or its subsidiaries and affiliated companies, as well as the Judges of the Court in which the Action is pending, are also excluded.

### THE PROPOSED SETTLEMENT BENEFITS – WHAT YOU MAY GET

#### 9. What does the Proposed Settlement provide?

The Proposed Settlement provides for different benefits to be sent to eligible Class Members who complete and send in a valid Claim Form. The categories of benefits are as follows:

##### A. You’ll receive a free repair if:

- (1) You have not had your Affected Graphics Card Model repaired with a new motherboard and graphics card from the “Rome” series of HP notebook computers; **or** the graphics card in your Affected Graphics Card Model has not been replaced with something other than a nVidia NV36 graphics card; **or** you have not had the original HP-installed power connector in your Affected Power Connector Model replaced; **and**
- (2) You send your computer to HP (or another party designated by HP) to have your computer repaired during the 90-day time frame to be later designated by the Court; **and**
- (3) You file a Claim Form where you certify, under penalty of perjury, that: (a) your notebook computer is an Affected Graphics Card Model or an Affected Power Connector Model; and (b) the graphics card in your Affected Graphics Card Model has not been replaced with something other than a nVidia NV36 graphics card or the original HP-installed power connector in your Affected Power Connector Model has not been replaced.

##### B. You’ll receive up to \$650 to reimburse you for money you spent to repair your computer if you:

- (1) Paid HP or a third party for repairs for a power connector or graphics card failure; **and**
- (2) File a Claim Form where you certify, under penalty of perjury, that the repairs were made in an attempt to cure a graphics card failure (for Affected Graphics Card Models) or to repair the power connector due to a power connector failure (for Affected Power Connector Models); **and**

(3) Submit a receipt, invoice, or other purchase order that clearly and legibly identifies the repairs that were conducted. If a credit card receipt or statement is submitted, you must also describe the repair that was conducted.

- **Note: Only hardware repairs will be reimbursed. The purchase of a new computer, operating system, software of any kind, or any other expenditure not reasonably considered a repair of the graphics card or power connector will not be reimbursed.**

**C. You'll receive a \$50 Discount Certificate for use with selected HP products if you:**

- (1) Own an Affected Graphics Card Model; *and*
- (2) Received a repair from HP by accepting a downgraded graphics card (*i.e.*, a nVidia NV 31, 34 or 18 graphics card); *and*
- (3) Did not receive at least one of the following incentives in connection with the agreement to use the downgraded graphics card: (a) 1 GB Flash Drive; (b) 1 GB SD Card; (c) noise cancelling head phones; (d) tech kit (which included mouse, headphones, modem cable, USB cable, and USB hub); or (e) HP Backpack; *and*
- (4) File a Claim Form where you certify, under penalty of perjury, that: (a) your notebook computer experienced the graphics card failure; (b) you agreed to a repair with the downgraded graphics card; and (c) you did not receive at least one of the incentives identified in the foregoing paragraph in connection with your agreement to accept the downgraded graphics card.

**OR**

- (1) Do not wish to have your notebook computer repaired; *and*
- (2) File a Claim Form where you certify, under penalty of perjury, that: (a) your notebook computer is an Affected Graphics Card or Power Connector Model; and (b) you will not seek a repair under the procedures set forth in Question 9(A), on page 4.

**D. You'll receive a \$30 Discount Certificate for use with selected HP products if you:**

- (1) Own an Affected Graphics Card Model; *and*
- (2) Purchased an Extended Service or other similar plan that required HP to conduct repairs within a three business day time frame; *and*
- (3) Received a repair for a graphics card failure but not within the three business day time frame as set forth in your plan; *and*
- (4) File a Claim Form where you certify, under penalty of perjury, that: (a) your notebook computer experienced the graphics card failure; and (b) your notebook computer was not picked up, repaired and/or replaced, and returned within the three business day time frame set forth in your plan. You must also provide your contract number for the Extended Service or other similar plan.

**If you did not receive notice of the Proposed Settlement directly from HP, either by e-mail or mail, you will be required to provide proof of ownership of your notebook computer when submitting your Claim Form. Such proof may be in the following forms: a receipt, cancelled check, account statement, purchase order, or other similar documentation that reflects the eligible purchase.**

**10. What are Discount Certificates and what can I use them for?**

Discount Certificates can be redeemed only by phone to HP or at [www.hpshopping.com](http://www.hpshopping.com). You cannot use a Discount Certificate with any other rebate or coupon for HP products. You also cannot use more than one Discount Certificate for a purchase of the same product. Discount Certificates are valid for six months from the date of issuance and can be transferred to members of your immediate family only.

The products available for purchase with the Discount Certificate will be from the product categories listed below. The specific products eligible for purchase will be determined at a later date.

- Specialty Notebook Cases
- Notebook Memory Devices (such as memory sticks)
- AC Adaptors or Power Products
- Headphones
- Keyboard and/or Mice Kits
- Notebook Computers<sup>1</sup>
- Notebook Webcams<sup>2</sup>

**11. What am I giving up to stay in the Class?**

If you do not exclude yourself from the Class, then you are automatically in the Class if you own one of the notebook computers at issue in this lawsuit. If you stay in the Class, you can't sue or be part of any other lawsuit against HP about the claims in this lawsuit. In addition, if you stay in the Class, all of the Court's orders will apply to you. By staying in the Class, you are agreeing to "release" any current or future claims you might have against HP that relate to the claims in this lawsuit. You can read the entire release in the Proposed Settlement Agreement, which you can find at the website, [www.hpnotebooksettlement.com](http://www.hpnotebooksettlement.com).

<sup>1</sup> Some of HP's notebook computers are sold with instant rebates. In the event an instant rebate has a higher value than the Discount Certificate that is being used by a Class Member, only the instant rebate will be applied to the purchase. In the event the Discount Certificate has a higher value than the instant rebate, only the value of the Discount Certificate will be applied to the purchase. In the event a Class Member purchases a notebook computer and receives an instant rebate instead of using a Discount Certificate, the Class Member will be able to use his or her Discount Certificate on another eligible product.

<sup>2</sup> Class Members are to be cautioned that the webcams may not necessarily be compatible with all Affected Graphics Card or Affected Power Connector Models.

## HOW TO GET THE PROPOSED SETTLEMENT BENEFITS

### 12. How do I get a repair, reimbursement, or a Discount Certificate?

To obtain your repair, reimbursement, or Discount Certificate, you **must** complete a Claim Form and mail it ***postmarked by February 8, 2008*** to:

Power Plug & Graphic Card Litigation Settlement Administrator  
P.O. Box 1898  
Faribault, MN 55021-7153

If you received this Notice in the mail or by e-mail, a Claim Form is enclosed.

### 13. What do I do if I didn't get a Claim Form in the mail or by e-mail?

If you didn't receive a Claim Form in the mail or by e-mail, you can obtain a Claim Form in one of two ways:

- (1) **By Phone:** Call toll-free, 1-800-657-1876.
- (2) **By Mail:** Write to Power Plug & Graphic Card Litigation Settlement Administrator, P.O. Box 1898, Faribault, MN 55021-7153. Be sure to include your name and mailing address.

**If you did not receive notice of the Proposed Settlement directly from HP, either by e-mail or mail, you will be required to provide proof of ownership of your notebook computer when submitting your Claim Form. Such proof may be in any of the following forms: a receipt, cancelled check, account statement, purchase order, or other similar documentation that reflects the purchase.**

### 14. When will I get my Proposed Settlement benefits?

You may be eligible for a free repair, reimbursement, or Discount Certificate only after the Proposed Settlement is approved and becomes final. The Court will hold a hearing on ***January 25, 2008*** to decide whether to approve the Proposed Settlement. If the Court approves the Proposed Settlement, there may be appeals, and the Proposed Settlement can't become final until all appeals are resolved. It's always uncertain how long appeals will take – they can take many months or longer. You should check the website for updates on the status of the Proposed Settlement. Please be patient.

## YOUR RIGHTS AND CHOICES – EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT

### 15. Can I get out of the Proposed Settlement and the Class?

You can get out of the Proposed Settlement and the Class. This is called excluding yourself - sometimes referred to as "opting out" of the Class. If you exclude yourself, you can't get Proposed Settlement benefits and you can't object to the Proposed Settlement. But you keep the right to file your own lawsuit or join another lawsuit against HP about the claims in this lawsuit.

### 16. How do I exclude myself from the Proposed Settlement?

To exclude yourself, you must send a letter that contains all of the following:

- Your name and current address;
- A statement that you want to be excluded from the case *In re HP Power Plug and Graphic Card Litig.*, No. 06-2254;
- Your signature (or your lawyer's signature).

Your exclusion request must be signed, mailed and ***postmarked by December 31, 2007***, to:

Power Plug & Graphic Card Litigation Settlement Administrator  
P.O. Box 1898  
Faribault, MN 55021-7153

You cannot exclude yourself on the phone or by e-mail.

### 17. If I don't exclude myself, can I still sue HP for the same things later?

No. Unless you exclude yourself, you give up the right to sue HP for the claims in this lawsuit. If you want to keep the right to sue HP in a new lawsuit, you have to exclude yourself from this Class and Proposed Settlement. Remember, any exclusion request must be signed, mailed, and ***postmarked by December 31, 2007***.

### 18. If I exclude myself, can I get any benefits from this Proposed Settlement?

No. If you exclude yourself, you can't get any Proposed Settlement benefits.

## YOUR RIGHTS AND CHOICES – OBJECTING TO THE PROPOSED SETTLEMENT

### 19. How do I tell the Court I don't like the Proposed Settlement?

If you're a Class Member and don't exclude yourself, you can tell the Court you don't like the Proposed Settlement or some part of it. You 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 that contains all of the following:

- Your name and current address, and your lawyer's name and address if you are objecting through counsel;
- The name of the lawsuit, *In re HP Power Plug and Graphic Card Litigation*, Case No. 06-2254;
- A statement of your objections and the reasons for each objection you make;
- A list of any documents you may give the Court to support your objections, if any;
- A list of any legal authorities you want the Court to consider;
- The names and addresses of any witnesses you want to call to testify, and a summary of the witnesses' expected testimony;
- Documentary proof that you are a Class Member (for example, a copy of warranty records, or a receipt that shows the purchase of an eligible model);
- If you (or your lawyer) want to appear and speak at the Fairness Hearing, a statement that you wish to appear and speak; **and**
- Your signature (or your lawyer's signature).

Your objection must be signed, mailed and ***postmarked by December 31, 2007***, to the Court at:

Clerk of Court  
United States District Court  
Northern District of California  
280 South First Street  
Room 2112  
San Jose, CA 95113

Copies of your objection ***must also*** be signed, mailed and ***postmarked by December 31, 2007***, to the following two addresses:

Counsel for the Class:  
Charles D. Marshall  
Green Welling LLP  
595 Market St. # 2750  
San Francisco, CA 94105

Counsel for HP:  
John F. Schultz  
Barry L. McCoy  
Morgan, Lewis & Bockius LLP  
1701 Market St.  
Philadelphia, PA 19103

If you object through a lawyer, you will have to pay for the lawyer yourself.

## 20. What's the difference between objecting to the Proposed Settlement and excluding myself from the Proposed Settlement?

Objecting is the way to tell the Court what you don't like about the Proposed Settlement. You can object only if you stay in the Class and don't exclude yourself.

Excluding yourself is the way to tell the Court you do not want to be a part of the Class and the Proposed Settlement, and that you want to keep the right to file your own lawsuit. If you exclude yourself, you cannot object because the Proposed Settlement no longer will affect you.

## YOUR RIGHTS AND CHOICES – APPEARING IN THE LAWSUIT

### 21. Can I appear or speak in this lawsuit and Proposed Settlement?

As long as you do not exclude yourself, you can (but do not have to) participate and speak for yourself in this lawsuit and Proposed Settlement. This is called making an appearance. You can also have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

### 22. How can I appear in this lawsuit?

If you want to participate, or have your own lawyer (instead of Class Counsel) participate or speak for you in this lawsuit, you must give the Court a paper that is titled a "Notice of Appearance." The Notice of Appearance must contain the title of the lawsuit, a statement that you wish to appear at the Fairness Hearing, and the signature of you or your lawyer.

Your Notice of Appearance can also state that you or your lawyer would like to speak at the Court's Fairness Hearing on the Proposed Settlement. If you submit an objection (see question 19 above) and would like to speak about the objection at the Court's Fairness Hearing, both your Notice of Appearance and your objection should include that information too.

Your Notice of Appearance must be signed, mailed and ***postmarked by December 31, 2007***, to the Court at:

Clerk of Court  
U.S. District Court  
Northern District of California  
280 South First Street  
Room 2112  
San Jose, CA 95113

Copies of your Notice of Appearance must also be signed, mailed and ***postmarked by December 31, 2007***, to the same two addresses appearing on pages 6-7 of this Notice, in question 19.

## IF YOU DO NOTHING

### 23. What happens if I do nothing at all?

If you do nothing:

- You will stay a member of the Class and all of the Court's orders will apply to you.
- You will not get a repair, reimbursement, or Discount Certificate. You will only be eligible to receive benefits under the Settlement if you file a Claim Form with appropriate information.
- You won't be able to sue, or join a new lawsuit against HP, about the issues and claims in this lawsuit, ever again, unless you exclude yourself.

## THE LAWYERS REPRESENTING YOU

### 24. Do I have a lawyer in this case?

Yes. The Court has appointed lawyers to represent you and all Class Members. The Court has appointed the following law firms to represent the Class:

Kamber & Associates, LLC  
Dana B. Rubin  
11 Broadway, 22<sup>nd</sup> Floor  
New York, NY 10004

Faruqi & Faruqi, LLP  
Antonio Vozzolo  
369 Lexington Ave., 10<sup>th</sup> Floor  
New York, NY 10017

Green Welling LLP  
Charles D. Marshall  
595 Market St. # 2750  
San Francisco, CA 94105

Together, these lawyers are called Class Counsel. You will not be charged for these lawyers.

### 25. How much will the lawyers for the Class be paid and how will they be paid?

Class Counsel will ask the Court to approve payment of attorneys' fees and expenses of no more than \$1,600,000. Class Counsel will also ask the Court to award each of the named Plaintiffs \$3,000. HP will pay the amounts awarded by the Court. The Proposed Settlement benefits won't be reduced by HP's payment of Class Counsel's attorneys' fees and expenses or the awards to the Class Representatives. HP will also separately pay the costs to administer the Settlement.

## THE COURT'S FAIRNESS HEARING

### 26. When and where will the Court decide whether to approve the Proposed Settlement?

The Court will hold a Fairness Hearing at 9:00 a.m. on **January 25, 2008**. The Court is located at 280 South First Street, San Jose, CA 95113. At this hearing, the judge will consider all objections, if any, and will consider whether the Proposed Settlement is fair, reasonable, and adequate to the Class. The judge will listen to people who have asked to speak at the hearing. The judge may also decide how much to award to Class Counsel for their fees and expenses. At or after the hearing, the judge will decide whether to approve the Proposed Settlement. We do not know how long these decisions will take.

### 27. Do I have to come to the hearing?

You don't have to come to the hearing. Class Counsel will answer questions the Court has. But you and/or your lawyer are welcome to come at your own expense. If you send an objection, you don't have to come to the hearing for the judge to consider it.

### 28. Can I speak at the hearing?

You can ask the Court to allow you (or your lawyer) to speak at the hearing. To do so, you or your lawyer must file a Notice of Appearance that says you wish to speak. You can find how to file a Notice of Appearance, and the due date for filing, in question 22 on page 7 of this Notice. If you submit an objection and wish to speak about it at the Fairness Hearing, you must include that information in your objection (see question 19 on pages 6-7).

You cannot speak at the hearing if you exclude yourself.

## GETTING MORE INFORMATION

### 29. Are more details about the lawsuit and the Proposed Settlement available?

This Notice only summarizes the lawsuit and Proposed Settlement. More details are in the complaints filed in these class actions and in the Settlement Agreement. You can get copies of these documents by visiting the Proposed Settlement website, [www.hpnotebooksettlement.com](http://www.hpnotebooksettlement.com).

You can also look at all of the documents filed in the lawsuit at the Office of the Clerk, United States District Court, Northern District of California, located at 280 South First Street, Room 2112, San Jose, CA 95113.

### 30. How do I get more information?

You can get more information and read common questions and answers by visiting the Proposed Settlement website, [www.hpnotebooksettlement.com](http://www.hpnotebooksettlement.com).