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THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA

SPENCER KISER, on behalf of Himself and All)
Others Similarly Situated and on Behalf of the)
General Public,)
Plaintiffs,)
v.)
PALMONE, INC., successor to HANDSPRING,)
INC., and DOES 1-10, inclusive,)
Defendants.)

CASE NO.: 1-04-CV-022956
CLASS ACTION
PROOF OF CLAIM FORM

EXHIBIT C

1 INSTRUCTIONS AND CLAIM FORM

2 **YOU MUST READ THESE INSTRUCTIONS CAREFULLY. IF YOU DO**
3 **NOT FOLLOW THESE INSTRUCTIONS, YOU MAY LOSE CERTAIN**
4 **BENEFITS TO WHICH YOU MIGHT OTHERWISE BE ENTITLED.**

5 To receive any settlement benefits, you must print, fill out and return the attached Claim
6 Form and Release (“Claim Form”) and attach the requested documentation, if available.
7 Furthermore, if you seek reimbursement of Out of Pocket Costs for repair, postage or an
8 “advance exchange fee,” you must submit a copy of the receipt for such Out of Pocket Costs.
9 **The mailed Claim Form must be postmarked on or before February 13, 2007 and received**
10 **on or before March 7, 2007.** If you fail to return a valid Claim Form by the deadline, your
11 claim will be rejected and you will lose all rights to the settlement benefits. **Unless you request**
12 **exclusion from the class as explained in the Class Notice, a copy of which is located on this**
13 **Website, you will be bound by the Settlement Agreement and Release and the Final**
14 **Judgment even if you do not return the Claim Form.**

15 **I. INSTRUCTIONS FOR MAKING A CLAIM**

16 **Who Is Eligible:** You may be eligible to receive either a discount of \$20 on a minimum
17 purchase of \$60 or a discount of \$40 on a minimum purchase of \$120, at your choice, (the
18 “Selected Discount”) toward the purchase of new Palm products from Palm’s online Trēo Store
19 at < www.palm.com > if: (1) you purchased or owned a Covered Palm Product at any time from
20 January 1, 1998 through December 31, 2005; (2) you did not purchase the Covered Palm Product
21 for resale to others; and (3) you experienced a Fliplid Issue with a Covered Palm Product. Upon
22 verification of eligibility for the Selected Discount, you will receive a Promotional Code that will
23 allow you to apply the Selected Discount to your purchase from Palm’s online Trēo Store after
24 the settlement becomes final in the courts. These discounts are applicable to a single purchase.
25 If you incurred any Out of Pocket Costs, defined below, to repair the Covered Palm Product, to
26 ship the Covered Palm Product to Palm or incurred an “Advance Exchange Fee,” you may also
27 be eligible for cash reimbursement for all or part of those Out of Pocket Costs, as outlined below.

28 **What Is A Covered Palm Product:** A Covered Palm Product is any Trēo 180, Trēo 270
or Trēo 300 that experienced a Fliplid Issue. “Fliplid Issue” means a failure or other problems or
defects, including cracking or breakage, with the flip lid shell covering the device screen and
containing the integrated speaker/earpiece in the underside of the flip lid, of a Covered Palm
Product.

1 **What You Need To Do If You Experienced The Fliplid Issue With A Covered Palm**
2 **Product And Want To Submit A Claim:** You must print a copy of the Claim Form, complete
3 the Claim Form, and mail the form along with any required documents to: Kiser Settlement,
4 P.O. Box 1506, Grand Rapids, MN 55745-1506. Along with your Claim Form, you must submit
5 the original or a copy of the original purchase receipt for the Covered Palm Product or the serial
6 number for the Covered Palm Product. If your receipt does not specifically show the purchase of
7 a Covered Palm Product, you may submit an original or a copy of a receipt or invoice showing a
8 purchase in the amount of the purchase price of the Covered Palm Product and declare under
9 penalty of perjury that the item purchased was a Covered Palm Product. Alternatively, if you
10 attest under penalty of perjury that you no longer have either a purchase receipt or invoice or the
11 serial number for your covered Palm Product, Palm will review its product registration database
12 to verify that, based on Palm’s database, you owned a Covered Palm Product. If Palm verifies
13 such information you will be eligible to submit a claim.

14 As reflected on the Claim Form, each Settlement Class Member must attest under penalty
15 of perjury that he or she experienced a Fliplid Issue with a Covered Palm Product and that he or
16 she has not previously made a claim for the same product.

17 **What You Need To Do If You Incurred Out of Pocket Costs To Repair The Device,**
18 **To Ship The Device to Palm, or Incurred an “Advance Exchange Fee”:** If you paid cash to
19 repair the flip cover portion of the device, shipped the device to Palm for repair, or paid an
20 “advance exchange fee” to have Palm immediately ship a replacement device prior to repair and
21 in lieu of return of the allegedly broken device (collectively, “Out of Packet Cost”), you can
22 request reimbursement for all or a portion of those Out of Pocket Costs, depending upon how
23 long you owned the Covered Palm Product prior to experiencing a Fliplid Issue. If you owned
24 the Covered Palm Product for 0-1 year before experiencing a Fliplid Issue, you shall receive
25 100% of your Out of Pocket Costs if you submit a valid and timely claim. If you owned the
26 Covered Palm Product for 1-2 years before experiencing a Fliplid Issue, you shall receive 75% of
27 your Out of Pocket Costs if you submit a valid and timely claim. If you owned the Covered
28

1 Palm Product for more than 2 years before experiencing a Fliplid Issue, you shall receive 50% of
2 your Out of Pocket Costs if you submit a valid and timely claim.

3 If you seek reimbursement for Out of Pocket Costs, you must submit a copy of the receipt
4 for such repair, postage or advance exchange fee by mail, with the completed Claim Form
5 acknowledging under penalty of perjury that the Out of Pocket Costs relate to a Fliplid Issue.
6 The amount for the Out of Pocket Cost due to you following submission of a timely and valid
7 claim shall be paid in cash after the settlement is final in the courts.

8 **IF YOU PURCHASED MORE THAN ONE COVERED PALM PRODUCT,**
9 **YOU MUST COMPLETE AND SUBMIT A SEPARATE CLAIM FORM**
10 **FOR EACH COVERED PALM PRODUCT PURCHASED.**

11 **II. INCOMPLETE, FRAUDULENT OR DEFECTIVE CLAIM FORMS**

12 To be valid, a Claim Form must be completely and accurately filled out and must include
13 ALL requested information and any supporting materials. You may not submit a Claim Form for
14 the same product more than once. Incomplete, fraudulent or otherwise defective Claim Forms
15 will be rejected.

16 **III. DISPUTED CLAIMS**

17 In the event that Palm rejects any claim, Palm will notify you of the rejection and advise
18 you that you may challenge the rejection by contacting Palm within 21 days of the rejection, and
19 informing Palm of the basis for the challenge. Palm will attempt to resolve the dispute in good
20 faith with you within 30 days of receipt of the challenge. If the dispute remains, you will be
21 notified that you have 14 days to contact Class Counsel to appeal Palm's rejection of the claim.
22 Class Counsel will be copied with the notice of rejection of the claim sent to you by Palm. To
23 contact class counsel, please write to Jason Baker at the following address: Alexander Hawes &
24 Audet, LLP, 152 N. Third Street, San Jose, CA 95112 or call 1-877-462-5772. If Class Counsel
25 believes the rejection of the claim was appropriate, Class Counsel will so notify you and Palm's
26 counsel within 14 days of being contacted by you, and the appeal will be rejected and concluded.
27 If Class Counsel disputes the rejection, Class Counsel will so notify Palm's counsel within 14
28 days of receipt of the appeal, and the Parties will attempt to resolve any and all disputes in good
faith. If the claim is accepted as a result of the appeal process, you will be provided with a

1 Promotional Code within 7 days of notification that the claim was accepted, and you shall have
2 until the end of the Redemption Period, or 60 days, whichever is later, to use the Promotional
3 Code. The Redemption Period is a 270 day period during which your Promotional Code can be
4 used.

5 **IV. TRANSFERABILITY**

6 Please note that you may transfer your Promotional Code to another person or entity one
7 time prior to the Promotional Code being used. If the Promotional Code is transferred more than
8 once, the Promotional Code will be void. Only the person to whom you transfer the Promotional
9 Code may use the Promotional Code on Palm's online Trêo Store at < www.palm.com >.

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1 **CLAIM FORM**

2 Print this Claim Form and complete the information below

3 You must submit this Claim Form and mail to the address below, postmarked no later
4 than **February 13, 2007**. It must be received no later than March 7, 2007.

5
6 **A. PERSONAL INFORMATION**

7 Name _____

8 Company _____

9 Address _____

10 City, State Zip Code _____

11 Daytime Phone: (____) _____

12 E-mail Address*: _____

13 * If you do not have a valid email address, please indicate that here by writing "none", and, if
14 your claim is valid and timely, your Promotional Code will be mailed to you at the address above
via U.S. Mail.

15 **FAILURE TO SUBMIT A VALID E-MAIL ADDRESS WILL RESULT IN A LOSS OF**
16 **BENEFITS. THE PROMOTIONAL CODE AND ALL FURTHER COMMUNICATIONS**
17 **ABOUT THE SETTLEMENT WILL BE SENT TO THE E-MAIL ADDRESS**
18 **PROVIDED.**

19 **B. DESCRIPTION OF THE COVERED PALM PRODUCT:**

20 1. You are eligible to submit this Claim Form if you purchased any of the Covered Palm
21 Products and experienced a Fliplid Issue.

22 2. I purchased a _____.

23 3. **Please review the following statements and check the appropriate box below.**

24 • I purchased or owned the Covered Palm Product between January 1, 1998 and
25 December 31, 2005;

26 • My purchase of the Covered Palm Product was not for resale;

27 • Upon use of the Covered Palm Product, I experienced a failure or other problem
28 or defect, including cracking or breakage, with the flip lid of a Covered Palm
Product.

All of the above statements are accurate.

Not all of the above statements are accurate.

1 NOTE: If you do not have a receipt for the Out of Pocket Cost, as defined above, you are
2 not eligible to receive the cash reimbursement for the Out of Pocket Cost.

3 **E. RELEASE**

4 By signing and dating this form below, I confirm that, if the settlement is approved, I, on
5 my own behalf and on behalf of my heirs, executors, administrators, representatives, agents,
6 partners, successors and assigns, hereby fully and irrevocably release and forever discharge
7 Palm, Inc. and, whether or not specifically named herein, each of its past or present directors,
8 officers, employees, agents, insurers, shareholders, attorneys, advisors, consultants,
9 representatives, partners, affiliates, parents, subsidiaries, joint venturers, consultants,
10 independent contractors, wholesalers, resellers, distributors, retailers, vendors, suppliers, related
11 companies, and divisions, and each of their predecessors, successors, heirs and assigns
12 (“Released Persons”) from any and all liabilities, claims, cross-claims, causes of action, rights,
13 actions, suits, debts, liens, contracts, agreements, damages, restitution, disgorgement, costs,
14 attorneys’ fees, losses, expenses, obligations or demands, of any kind whatsoever, whether in
15 arbitration, administrative, or judicial proceedings, whether as individual claims or as claims
16 asserted on a class basis or on behalf of the general public, whether known or unknown,
17 suspected or unsuspected, threatened, asserted or unasserted, actual or contingent, liquidated or
18 unliquidated, whether under federal statutory law, federal common law or federal regulations, or
19 the statutory or common laws or regulations of any and all states or subdivisions, that were or
20 could have been alleged or asserted against any of the Released Persons in the Actions that arise
21 out of or relate to the claims set forth in the Complaint, Action, including claims relating to the
22 performance of the flip cover portion of the Covered Palm Product (“Released Claims”).
23 Notwithstanding the foregoing, Released Claims shall not include claims for personal injury and
24 claims involving product defects unrelated to a Fliplid Issue with a Covered Palm Product.

25 **F. ATTESTATION AND AGREEMENT TO BE BOUND**

26 I have not requested exclusion from the Settlement Class and I have not previously filed a
27 Claim Form with respect to the Covered Palm Product listed in Part B.2. of this Claim Form; I
28 attest under penalty of perjury that all information provided by me in this Claim Form (and
attachment(s) if applicable) is true and accurate; I have read and understand the contents of the
Notice of Pendency and Proposed Settlement of Class Action, the Instructions, Claim Form and
Release; I agree to be bound by the terms of the Release set forth in Section E above; and I am
voluntarily submitting to the jurisdiction of the California Superior Court for the County of Santa
Clara for purposes of the settlement of this Action.

29 _____
30 Signed

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32 Dated

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1 **IF YOU PURCHASED MORE THAN ONE COVERED PALM PRODUCT, YOU MUST**
2 **COMPLETE AND SUBMIT A SEPARATE CLAIM FORM FOR EACH COVERED**
3 **PALM PRODUCT PURCHASED.**

4 If your Claim Form is valid and has been timely submitted, you will receive a Promotional Code
5 from Palm at the email address you provided above after your Claim Form has been processed.
6 If the settlement is not approved, your Promotional Code will not be valid.

7 **Please note that you may transfer your Promotional Code to another person or entity one**
8 **time prior to the Promotional Code being used. If the Promotional Code is transferred**
9 **more than once, the Promotional Code will be void. Only the person to whom you transfer**
10 **the Promotional Code may use the Promotional Code on Palm's online Tréo Store at**
11 **<www.palm.com>.**

12 If you have any questions about completing the Claim Form, please contact the Claims
13 Administrator at kiser.claims@palm.com or by telephone at 1-866-689-7256. You may also
14 contact Class Counsel by writing the following address: Alexander Hawes & Audet, LLP, 152
15 N. Third Street, San Jose, CA 95112 or calling 1-877-462-5772.

16 This completed Claim Form with attached Proof of Purchase must be mailed to Kiser Settlement,
17 P. O. Box 1506, Grand Rapids, MN 55745-1506. **The Claim Form must be postmarked on or**
18 **before February 13, 2007 and received no later than March 7, 2007.**