

**Fujitsu Hard Disk Drive Settlement Administrator**  
c/o Rosenthal & Company LLC  
P.O. Box 6177  
Novato, CA 94948-6177

**CLAIM FORM**

You must print, fill out and mail this Claim Form to  
**Fujitsu Hard Disk Drive Settlement Administrator**  
c/o Rosenthal & Company LLC  
P.O. Box 6177, Novato, CA 94948-6177.

It must be postmarked no later than **September 2, 2008**.

The following information is **REQUIRED** and will be treated as confidential. Any discount provided in response to your claim will be issued to the name and e-mail address or street address (if e-mail address is unavailable) you provide. Please print clearly in blue or black ink.

**A. PERSONAL INFORMATION**

Name (First) \_\_\_\_\_ (Last) \_\_\_\_\_  
Company \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
State and Zip Code \_\_\_\_\_  
E-mail Address \_\_\_\_\_

**B. PREVIOUSLY PURCHASED FUJITSU-BRANDED MOBILE HDD**

1. Serial Number: \_\_\_\_\_  
(If you do not have the Serial Number of your Fujitsu-branded Mobile HDD, you are not eligible to receive a discount. Please see "[Locating a Serial Number](#)" on the Settlement Website ([www.MobileHDDSettlement.com](http://www.MobileHDDSettlement.com)) for a description of where the Serial Number is located on your Fujitsu-branded Mobile HDD.)
2. Storage Capacity of Your Fujitsu-branded Mobile HDD (e.g. 40GB, 80GB, etc.): \_\_\_\_\_
3. Name and Location of Entity from Which You Purchased Your Fujitsu-branded Mobile HDD:  
\_\_\_\_\_  
\_\_\_\_\_
4. Please review the following statements and check the appropriate box below.
  - I purchased the Fujitsu-branded Mobile HDD between December 28, 2002 and April 11, 2008;
  - My purchase of the Fujitsu-branded Mobile HDD was not for resale;
  - I resided in the United States at the time of the purchase;
  - I purchased the Fujitsu-branded Mobile HDD at a location within the United States;
  - I purchased the Fujitsu-branded Mobile HDD new (*i.e.*, not second hand).

All of the above statements are accurate.

Not all of the above statements are accurate.

**If you checked the box indicating that not all of the above statements are accurate, you are not eligible to make a claim and you should not submit this Claim Form.**

5. Attach Proof of Purchase of your Previously Purchased Fujitsu-branded Mobile HDD.

A proof of purchase may take the form of a receipt or an invoice showing the purchase of your Fujitsu-branded Mobile HDD. Please attach (staple or clip) your proof of purchase to this Claim Form. If your receipt or invoice does not specifically show the purchase of a Fujitsu-branded Mobile HDD, you may still be eligible for a discount if it shows a purchase in the amount of the purchase price of the Fujitsu-branded Mobile HDD. Please indicate on your receipt or invoice which item is for a Fujitsu-branded Mobile HDD.

**Check the one box below that applies to the proof of purchase you affixed to this Claim Form:**

- The attached proof of purchase is a true and correct copy of the receipt or invoice showing my purchase of a Fujitsu-branded Mobile HDD. This receipt or invoice specifies the Fujitsu-branded Mobile HDD that was purchased; or
- The attached proof of purchase is a true and correct copy of a receipt or invoice showing a purchase in the amount of the purchase price of the Fujitsu-branded Mobile HDD listed above in Part B.1. I have circled the appropriate entry on this receipt or invoice and declare under penalty of perjury that the item purchased was a Fujitsu-branded Mobile HDD.

**If you do not have a proof of purchase for your Fujitsu-branded Mobile Hard Disk Drive you may still submit a claim by checking the box below and indicating the amount you paid for your Fujitsu-branded Mobile Hard Disk Drive.**

- I do not have proof of purchase. I declare under penalty of perjury that I am the original purchaser of the Fujitsu-branded Mobile HDD referenced in this Claim Form, which I purchased for approximately \$\_\_\_\_\_.

**C. ELECTION**

**I select the following Option (place an "X" in only one box):**

- Option 1:** I elect to receive a 20% discount on the purchase of a Fujitsu Mobile Hard Disk Drive from Fujitsu's online store, [www.buyFCPA.com](http://www.buyFCPA.com).
- Option 2:** I elect to receive a 15% discount on the purchase of a Fujitsu Mobile Hard Disk Drive from any other online website or retail store other than Fujitsu's online store, [www.buyFCPA.com](http://www.buyFCPA.com).

By signing and dating this form below I acknowledge that I have read the Release attached to this Claim Form, and understand that the Settlement Agreement and Release and the Final Judgment entered in this Action will be binding on me, my agents and heirs, and any other person or entity with authority to act on my behalf.

I declare under penalty of perjury that the information provided above is true and correct to the best of my knowledge and belief.

Name (please print)	Date (mm/dd/yyyy)	Signature
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**RELEASE**

If the Court approves the proposed settlement, it will enter a Judgment that will dismiss the Action on the merits and with prejudice as to all Settlement Class Members. All Class Members who do not validly and timely request to be excluded from the proposed settlement will be forever barred from prosecuting their own lawsuits and shall be deemed, on behalf of themselves and their heirs, assigns, and successors, to have fully released and forever discharged the "Released Parties" (as defined below) from all "Released Claims" (as defined below).

"Released Parties" means Fujitsu Computer Products of America, Inc. ("FCPA") and each of its predecessors, successors, parents, subsidiaries and affiliates and each of their past and present officers, directors, employees, agents, attorneys, accountants, advisors, wholesalers, retailers, distributors, shareholders, representatives, partners, insurers, heirs and assigns, and any other entity within FCPA's downstream chain of distribution, including, without limitation, resellers, distributors, wholesalers and retailers of any of the Fujitsu-branded Mobile HDDs.

"Released Claims" means any and all liabilities, claims, cross-claims, causes of action, rights, actions, suits, debts, liens, contracts, agreements, damages, restitution, disgorgement, costs, attorney fees, losses, expenses, obligations or demands, of any kind whatsoever, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis or on behalf of the general public, whether known or unknown, suspected or unsuspected, threatened, asserted or unasserted, actual or contingent, liquidated or unliquidated, whether under federal statutory law, federal common law or federal regulation, or the statutory or common laws or regulations of any and all states or subdivisions, which were alleged, are alleged, or could have been alleged in the Action, including, without limitation, all claims relating to storage capacity of Fujitsu-branded Mobile Hard Disk Drives. Released Claims shall not include claims for personal injury and claims involving product defects unrelated to data storage capacity.

By operation of the Final Judgment, all Settlement Class Members shall be deemed to have waived any and all provisions, rights, and benefits conferred by section 1542 of the California Civil Code or any comparable statutory or common law provision of any other jurisdiction with respect to the Released Claims. Section 1542 reads as follows:

*Certain Claims Not Affected By General Release: A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.*

Although the releases granted under the Agreement are not general releases, the Settlement Class Members nonetheless acknowledge that they are waiving the protections of section 1542 and of any comparable statutory or common law provision of any other jurisdiction.