

1 **OFFICIAL COURT NOTICE REGARDING OBTAINING SETTLEMENT BENEFIT**

2 *Im v. Phoebe Mircro, Inc.*, Case No. RG04161924 (Alameda Superior Court)

3 To: All persons or entities in the United States who purchased any Airlink Plus Wireless Product
4 from Phoebe Micro, Inc., between January 1, 1999 and June 30, 2004. Any of these wireless
5 products are hereinafter referred to as a "Covered Airlink Plus Wireless Product".

6 This Notice contains important information regarding how to obtain a settlement benefit.

7 1. Phoebe Micro, Inc., (the "Defendant") recently settled the case *Im v. Phoebe Micro, Inc.*,
8 (the "Action") Alameda Superior Court, Case No. RG04161924.

9 2. The Action was filed by an individual who alleges that the Defendant's advertising of the
10 Covered Airlink Plus Wireless Products is false and misleading in violation of Cal. Bus. & Prof.
11 Code §§ 17200 *et seq.*, Cal. Bus. & Prof. Code §§ 17500 *et seq.*, and Cal. Civ. Code §§ 1750 *et seq.*

12 3. The Defendant denies that it has committed any violations of law or engaged in any of the
13 wrongful acts alleged in the complaint filed in the Action or otherwise. In order to end the Action
14 and forever resolve these claims, the Defendant has agreed to a settlement that has been approved
15 and ordered by the Court and that includes granting the benefit to you described below:

16 15% Rebate: Settlement Class Members who purchase a new Airlink 101 Wireless Product
17 during the Redemption Period, as defined below, may be eligible to receive a 15% rebate on the
18 purchase. To receive the 15% rebate, the Settlement Class Member must mail a completed and
19 valid Rebate Claim Form and provide a copy of the dated purchase receipt or invoice for the new
20 Airlink 101 Wireless Product and original bar code cut out from the box for the new Airlink 101
21 Wireless Product purchased within 45 days of the date of purchase. The new Airlink 101 Wireless
22 Product must be purchased from any of the Fry's Electronics retail stores nationwide or from Fry's
23 Electronics' on-line store, <www.outpost.com>. The 15% rebate is in addition to and before any
24 other rebates or discounts offered at the time of purchase by Phoebe Micro or Fry's Electronics. The
25 15% rebate does not apply toward the purchase of an Airlink 101 Wireless Camera. Settlement
26 Class Members will be able to download and print-out the Rebate Claim Form at Phoebe Micro's
27 website, located at www.airlinkplus.com. The Settlement Class Member must declare under penalty
28 of perjury (as provided on the Rebate Claim Form) that the Settlement Class Member purchased a

1 Covered Airlink Plus Wireless Product between January 1, 1999 through June 30, 2004, and mail
2 the completed Rebate Claim Form and supporting materials to an address provided by Phoebe
3 Micro for the processing of claims. If the claim is timely and valid, the claimant will be sent by
4 mail a rebate check within 10 weeks after receipt of a qualifying submission.

5 Additional information can be found via links (identified as "Settlement Claim Information")
6 posted on Phoebe Micro's website at www.airlinkplus.com, or by contacting Class Counsel at the
7 following address or telephone numbers:

8 **CLASS COUNSEL**

9 WEISS & LURIE
10 Jordan L. Lurie
11 Zev B. Zysman
12 10940 Wilshire Blvd., 23rd Floor
Los Angeles, CA 90024
(800) 437-7918
(310) 208-2800

13 4. Redemption Period: The period in which each Settlement Class Member may purchase a
14 new Airlink 101 Wireless Product to qualify for the 15% rebate shall commence on _____ ,
15 and end on _____ (the "Redemption Period"). Regardless of when during the Redemption Period
16 the qualifying purchase is made, the Settlement Class Member shall have 45 days from the date of
17 purchase in which to mail a Rebate Claim Form and supporting materials.

18
19
20 Dated: _____, 2007

21 _____
22 Honorable Bonnie Sabraw
23 Judge of the Superior Court of
24 California, County of Alameda
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