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JUL 19 2006

KIRI TORRE
Chief Executive Officer/Clerk
Superior Court of Santa Clara County of Santa Clara
BY *[Signature]* ROWENA WALKER DEPUTY

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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

~~PROPOSED~~ ORDER GRANTING (1)
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT, (2)
CONDITIONAL CERTIFICATION
OF A SETTLEMENT CLASS, AND
(3) APPROVAL OF FORM AND
METHODS OF CLASS NOTICE, AND
SCHEDULING FINAL APPROVAL
OF SETTLEMENT

EXHIBIT A

AMENDED [PROPOSED] ORDER GRANTING (1) PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT,
(2) CONDITIONAL CERTIFICATION OF A SETTLEMENT CLASS, AND (3) APPROVAL OF FORM AND METHODS OF
CLASS NOTICE, AND SCHEDULING FINAL APPROVAL OF SETTLEMENT

1 WHEREAS, this Court has reviewed the Second Amended Settlement Agreement and
2 Release ("Agreement") made by and among Palm, Inc., ("Palm"), Plaintiff Spencer Kiser
3 ("Kiser") in his individual capacity and as Class Representative of the "Settlement Class" in the
4 action *Kiser v. palmOne, Inc.*, No. 1-04-CV 022956 (Santa Clara Super. Ct.) (the "Action"),
5 together with all exhibits thereto, the record in the Action, and the arguments of counsel;

6 IT IS HEREBY ORDERED AS FOLLOWS:

7 1. All terms and definitions used herein have the same meanings as set forth in the
8 Agreement.

9 2. The proposed settlement set forth in the Agreement is hereby preliminarily
10 approved as being within the range of reasonableness such that notice thereof should be given to
11 members of the Settlement Class (as defined in the following paragraph).

12 3. Pursuant to California Code of Civil Procedure section 382, the following class is
13 provisionally certified for purposes of settlement only.

14 All persons or entities in the United States who purchased or owned a Tréo 180,
15 Tréo 270 or Tréo 300 ("Covered Palm Product") from January 1, 1998 through
16 December 31, 2005, who did not purchase the Covered Palm Product for resale to
others and who experienced a Fliplid Issue with a Covered Palm Product.

17 Inherent in the Court's provisional certification of the Settlement Class are findings
18 that the Settlement Class is ascertainable; that its members are too numerous to practicably
19 be joined; that the Action raises common legal and factual questions; that the plaintiffs
20 claims are typical of the claims of the Settlement Class as a whole; that the Class
21 Representative and Settlement Class members share a community of interest in the Action;
22 that neither the plaintiff nor Class Counsel have interests adverse to the Settlement Class,
23 and that Class Counsel are competent and experienced; that common questions
24 predominate over questions affecting only individual Settlement Class members; and that
25 this Action and this Settlement are the best, if not only, means for resolving the Settlement
26 Class members' relatively small claims expeditiously and economically.

27 4. Class Counsel and Class Representative are hereby appointed to represent the
28 Settlement Class. The following attorneys are hereby appointed as Class Counsel: Michael

1 McShane and Jason Baker of the law firm, Alexander, Hawes & Audet, LLP and Harris Pogust
2 of The Mason Law Firm LLP. Plaintiff Spencer Kiser is hereby appointed as Class
3 Representative.

4 5. This Court's certification of the Settlement Class and findings incident thereto
5 shall be solely for settlement purposes. Certification of the Settlement Class shall be vacated and
6 shall have no effect in the event that the Agreement is not finally approved by this Court or
7 otherwise does not take effect. In the event the Court's approval of the Settlement Agreement or
8 certification of the Settlement Class is disapproved, reversed, vacated or terminated, neither the
9 Settlement Agreement nor the findings in this Order shall effect the rights of the parties to take
10 action in support of or in opposition to class certification or to prosecute or defend this action, or
11 this Court's ability to grant or deny certification for litigation purposes. If this provisional class
12 certification order is vacated, the parties shall all be restored to the *status quo ante* as of the date
13 preceding the date of this Order.

14 6. The Notice of Pendency and Proposed Settlement of Class Action and Settlement
15 Claim Information ("Class Notice"), and the Proof of Claim Form ("Claim Form"), the Summary
16 Notice of Settlement ("Summary Notice"), which are attached hereto as Exhibits B, C and E,
17 respectively, are hereby approved as to form. These documents are reasonably calculated to
18 apprise Class Members of the pendency of the litigation and constitute valid, due, and sufficient
19 notice to all members of the Settlement Class of their rights and obligations. The Court further
20 finds that the methods of notice proposed in the Agreement are reasonably calculated to apprise
21 Class Members of the pendency of the litigation and constitute valid, due, and sufficient notice to
22 all members of the Settlement Class of their rights and obligations, complying fully with the
23 requirements of California Code of Civil Procedure section 382, the California and United States
24 Constitutions, and any other applicable law.

25 7. Palm shall publish a copy of the Summary Notice once in a one-eighth-page ad in
26 *USA Today*. The date of publication of the Class Notice shall be no later than August 14, 2006

27 8. The Notice shall include the following: This Settlement Agreement includes an
28 express waiver of California Civil Code section 1542, which states: "A general release does not

1 extend to claims which the creditor does not know or suspect to exist in his favor at the time of
2 executing the release, which if known by him must have materially affected his settlement with
3 the debtor.”

4 9. For the duration of the Claim Period, and commencing on the first date of
5 publication of the Class Notice or Summary Notice, Palm shall maintain a website relating to this
6 settlement, www.kisersettlement.com.

7 10. In addition, Palm shall send an e-mail to each owner of Palm's Tréo 180,
8 Tréo 270 and Tréo 300 products whose e-mail addresses Palm has in its database. This e-mail
9 will provide a link to the website containing the Class Notice. Palm shall complete such e-
10 mailing by no later than August 14, 2006. In the event that an e-mail is automatically returned to
11 Palm and reasonably determined by Palm to be “undeliverable,” Palm shall deliver the Summary
12 Notice by mail to the last known address of that class member.

13 11. Any member of the Settlement Class who does not, in connection with the Class
14 Notice, file a valid and timely request for exclusion will be bound by the Final Judgment
15 dismissing the Action on the merits and with prejudice.

16 12. A hearing (the “Final Hearing”) shall be held by the Court on November 14,
17 2006, at 9:00 a.m. to consider and determine whether the requirements for certification of the
18 Settlement Class have been met and whether the proposed settlement of the Action on the terms
19 set forth in the Agreement should be approved as fair, reasonable, adequate and in the best
20 interests of the Settlement Class members; whether Class Counsel's fee and expense application
21 should be approved; and whether the Final Judgment approving the settlement and dismissing
22 the Action on the merits and with prejudice against the Class Representative and all Settlement
23 Class members should be entered.

24 13. The Final Hearing may, from time to time and without further notice to the
25 Settlement Class (except those who have filed timely and valid objections), be continued or
26 adjourned by Order of the Court.

27 14. Any Settlement Class Member who seeks to be excluded from the Settlement
28 Class must send a request by letter or postcard by U.S. mail, to:

1 Jason Baker
2 Alexander, Hawes & Audet, LLP
3 152 North Third Street, Ste. 600
4 San Jose, CA 95112

Said request must be *received* on or before October 16, 2006.

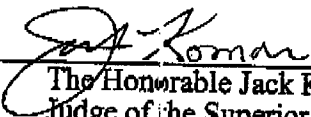
5 15. Objections by any Settlement Class member to: (A) the certification of the
6 Settlement Class and the proposed settlement contained in the Agreement and described in the
7 Class Notice; (B) the payment of fees and expenses to Class Counsel; and/or (C) entry of the
8 Final Judgment, shall be heard and any papers submitted in support of said objections shall be
9 considered by the Court at the Final Hearing only if, on or before October 16, 2006, such
10 objector files with the Court a notice of his, her or its objections, states the basis for such
11 objections, indicates that he, she or it is a member of the Settlement Class, and mails copies of
12 the foregoing and all other papers in support of such objections to counsel identified in
13 paragraph 13. Any such objections must be *received* by October 16, 2006.

14 16. No later than October 31, 2006, the parties shall file all papers in support of the
15 application for final approval of the settlement, the application for payment of attorneys' fees
16 and expenses, and/or any papers in response to any valid and timely objections with the Court,
17 and shall serve copies of such papers upon each other and upon any objectors who have
18 complied with the provisions of paragraph 14 of this Order.

19 17. Counsel for the parties are hereby authorized to utilize all reasonable procedures
20 in connection with the administration of the settlement which are not materially inconsistent with
21 either this Order or the terms of the Agreement.

22 IT IS SO ORDERED.

23 Dated: JUL 19 2006

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25 The Honorable Jack Komar
26 Judge of the Superior Court
27 County of Santa Clara
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