

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

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IN RE SAMSUNG DLP TELEVISION CLASS : 07-cv-2141 (GEB)(MCA)
ACTION LITIGATION :
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This Document Relates to: :
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ALL ACTIONS :
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A federal court authorized this notice. This is not a solicitation from a lawyer.

YOU ARE NOT BEING SUED. THIS IS NOT A LAWSUIT AGAINST YOU.

YOU MAY BE ENTITLED TO RECEIVE THE BENEFITS OF A CLASS ACTION SETTLEMENT IF YOU PURCHASED OR RECEIVED AS A GIFT THE FOLLOWING SAMSUNG DLP TELEVISIONS: HL-P SERIES (ALL MODELS), HL-R SERIES (ALL MODELS), HL-S SERIES (ALL MODELS) AND HL-T SERIES (MODELS 4675SX/XAA, 5055S, 5055WX/XAA, 5075SX/XAA, 5675SX/XAA, 5076SX/XAA, 5676SX/XAA, 6156S, 6156WX/XAA, 6176SX/XAA, 6756WX/XAA, AND 7288WX/XAA (the “Televisions”)

As described in detail below, the Settlement of this class action lawsuit provides for Samsung Electronics America, Inc., and Samsung Electronics Co., Ltd. (collectively, “Samsung”), to offer the following benefits:

- (1) an extension of the limited warranty to provide in-home service or replacement to repair the Shadow Effect in your Television until October 22, 2011 for HL-R, HL-S, and HL-T Series Televisions listed above, or until April 22, 2011 for HL-P Series Televisions, as well as special benefits in fulfilling this warranty extension, including the replacement of your Television in the event that Samsung is unable to timely repair the Shadow Effect in your Television, or if you require an additional repair of the Shadow Effect during the warranty extension;
- (2) the refund of expenses incurred to repair the Shadow Effect in your Television which formed the subject of this lawsuit before this settlement;
- (3) the refund of any money paid for the ISF Calibration of your Television if you had previously paid for an ISF Calibration which was rendered ineffective due to the repair of the Shadow Effect (“ISF re-calibration”);

- (4) the refund of any money paid to Samsung for the exchange of your Television for a replacement as a result of your having experienced the Shadow Effect in your Television.

**Please read this Notice carefully and in its entirety.
Your rights may be affected by the Settlement of this Lawsuit.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	You will be included in the Settlement and will receive the extended warranty benefit as well as entitlement to submit a claim for the other relief provided by the Settlement if applicable to you.
SUBMIT A CLAIM FORM	This is the only way to obtain a refund of any expenses you incurred to repair the Shadow Effect in your Television, for your paying Samsung to exchange your Television due to the Shadow Effect, or for ISF Calibrations rendered ineffective as a result of a repair of the Shadow Effect. The deadlines and procedures for the submission of these forms are described in this Notice.
EXCLUDE YOURSELF	You will not receive any of the benefits provided by this Settlement. This is the only option that allows you to be part of any other lawsuit against Samsung about the facts and legal claims in this case. Requests for exclusion must be postmarked on or before July 19, 2010.
BE HEARD OR OBJECT	Write to the Court about why you like or don't like the Settlement. Statements in support of or objecting to the Settlement must be postmarked on or before July 26, 2010.
GO TO A HEARING	Attend a hearing before the Court about the fairness of the Settlement, currently scheduled to occur on August 4, 2010.

These rights and options – and the deadlines to exercise them – are explained in this Notice.

The Court in charge of this case still has to decide whether to approve the Settlement. The full benefits of the Settlement will not be provided until the Court approves the Settlement and the Settlement becomes final according to its terms.

BASIC INFORMATION

1. Why Did I Receive this Notice? A class action lawsuit (the “Lawsuit”) was filed against Samsung concerning an alleged defect in the Televisions. You received this Notice because you have been identified from Samsung’s records as a person who may have purchased a Television or received a Television as a gift. The Court where this Lawsuit is pending directed that you be sent this Notice because you have a right to know about the proposed Settlement of the Lawsuit, and about your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement and the Settlement becomes final, Samsung will provide all of the benefits described below to persons in the Class to settle the claims in the Lawsuit. This Notice explains the Lawsuit, the Settlement and your legal rights. The Court in charge of the case is the United States District Court for the District of New Jersey, and the case is known as: *In re Samsung DLP Television Class Action Litigation*, Case No. 07-cv-2141 (GEB)(MCA).

2. What Is this Lawsuit About? The Complaint in the Lawsuit asserts that the Televisions contain a certain defect in a component known as the Light Tunnel which causes a darkened area to appear on their screens (the “Shadow Effect”). Samsung denies any wrongdoing in connection with these claims and the Court has not made any ruling on the factual allegations of the Lawsuit.

3. Why Is this a Class Action and Why Is it Being Settled? In a class action, one or more people, called Class Representatives, sue on behalf of people who have similar claims. All of these people are part of the Class (also called Class Members). In a class action, one court resolves the issues raised in a single lawsuit for all Class Members, except for those who exclude themselves from the Class. The Court has not decided in favor of either side in this case, and Samsung has denied that it has done anything wrong. Instead, both sides have negotiated and agreed to the Settlement. That way, they avoid the cost and risk of going to trial and the people affected will get compensation. The attorneys for the Class have extensively investigated and researched the issues in the Lawsuit and, together with the Class Representatives, think the Settlement is best for all Class Members.

4. How Do I Know if I Am Part of the Class? For purposes of the Settlement only, the Court certified a Class of “all end-user consumers in the United States who purchased or received as a gift the Televisions” (described above). The Class excludes: (a) Samsung, its affiliates, and their employees and immediate family members; (b) persons or entities who purchased or acquired one or more of the Televisions for commercial use or resale; (c) persons or entities who are claims aggregators; (d) persons or entities who claim to be an assignee of rights associated with the Televisions; and (e) persons or entities who exclude themselves from the Settlement as described below.

THE SETTLEMENT BENEFITS – WHAT YOU GET

5. What Does the Settlement Provide and How Do I Get It? The full terms of the Settlement are on file with the Court and available for you to review at www.samsung.com/dlptvsettlement. This is a summary of what Samsung will provide to you, and what you need to do to get your benefits as a result of the Settlement.

A. Warranty Extension. Samsung will extend its manufacturer’s limited warranty to repair the Shadow Effect on the Televisions, with in-home service (referred to in this Notice as the “Warranty Extension”). If you own a HL-R, HL-S, or HL-T Series Television listed above, the Warranty Extension will apply until October 22, 2011. If you own an HL-P Series Television, the Warranty Extension will apply until April 22, 2011. All other terms of Samsung’s manufacturer’s limited warranty will continue to apply. You do not need to do anything to get this Warranty Extension.

B. Warranty Fulfillment Benefits. After the Settlement becomes final and until the Warranty Extension is over, Samsung will maintain a dedicated information webpage at www.samsung.com/dlptvsettlement. Samsung will also maintain a dedicated toll-free telephone

number at 1-888-899-7602 for you to obtain a telephone diagnosis and, if necessary, warranty repair of your Television. In addition, Samsung will train and maintain a dedicated team of technical representatives to respond to calls to the dedicated toll-free telephone number and to arrange for any necessary repair to your Television.

Samsung will also exchange your Television for a refurbished DLP television of the same screen size and model or, if no such refurbished DLP televisions are available in Samsung's stock, Samsung will replace your Television with a more recent model DLP television or with a plasma or LCD television of a value substantially equivalent to the value of such a refurbished DLP televisions if, after the Settlement becomes final, you contact Samsung through the dedicated toll-free telephone number during the Warranty Extension, but (1) Samsung is unable to ship a necessary parts to its authorized service center within 15 days following the initial telephone diagnosis by Samsung, or (2) your Television requires an additional repair to correct the Shadow Effect during the Warranty Extension after it had been repaired to correct the Shadow Effect previously. This benefit enables you to avoid having to wait for an extended period for replacement parts or having to undergo more than one repair to correct the Shadow Effect.

C. Reimbursement of Expenses for Shadow Effect Repair. If, before April 23, 2010, you paid to repair the Shadow Effect in your Television, including any money you paid to ship your Television to an authorized service center to repair the Shadow Effect, then Samsung will reimburse these expenses upon your submission of a valid proof of claim, as described below.

How Can I Get This Reimbursement? To get your reimbursement for these repair expenses you must submit a valid "proof of claim" within 180 days after the Settlement becomes final. To submit a valid proof of claim, you must send the settlement administrator: (1) a completed proof of claim form, in the form attached to this Notice, including your name, address, the serial number of your Television, a written description of the problem experienced with the Television and the approximate date the problem occurred, and a written promise that you personally paid the charge for which you are seeking reimbursement and that this charge has not already been reimbursed by Samsung; and (2) a legible copy of receipt(s) showing the shipping and/or repair charge. Samsung will mail a reimbursement check to you within six (6) weeks after it receives your valid proof of claim or the Settlement Effective Date, whichever is later.

D. Refund of Expenses Relating to ISF Re-Calibration. If, before April 23, 2010, 1) you paid money for an ISF calibration after the installation of a light engine in connection with a repair of the Shadow Effect, then you are entitled to receive a refund for such ISF re-calibration upon your submission of a valid proof of claim, as described below.

How Can I Get This Reimbursement? To get your reimbursement for the ISF re-calibration you must submit a valid "proof of claim" within 180 days after the Settlement becomes final. To submit a valid proof of claim you must send the settlement administrator: (1) a completed proof of claim form, in the form attached to this Notice, including your name,

address, the serial number of your Television, a written statement that the charge was for an ISF calibration because of a repair of the Shadow Effect, and a written promise that you personally paid the charge for which you are seeking reimbursement and that this charge has not already been reimbursed by Samsung; and (2) a legible copy of receipt(s) showing the ISF re-calibration charge. Samsung will mail a reimbursement check to you within six (6) weeks after it receives your valid proof of claim or the Settlement Effective Date, whichever is later.

E. Reimbursement of Expenses for Certain Upgrade or Exchange. If, before the Settlement becomes final, you paid any money to Samsung to have your Television exchanged due to the Shadow Effect, then you are entitled to receive a refund upon your submission of a valid proof of claim, as described below.

How Can I Get This Reimbursement? To get your reimbursement for the expense of an upgraded/replacement television by Samsung, you must submit a valid “proof of claim” within 180 days after the Settlement becomes final. To submit a valid proof of claim you must send the settlement administrator: (1) a completed proof of claim form, in the form attached to this Notice, including your name, address, the serial number of your Television, and a written promise that you personally paid the charge for which you are seeking reimbursement and that this charge has not already been reimbursed by Samsung; and (2) a legible copy of receipt(s) showing the amount you paid in connection with the upgrade/exchange. Samsung will mail a reimbursement check to you within six (6) weeks after it receives your valid proof of claim or the Settlement Effective Date, whichever is later.

F. Release of Samsung. You are a member of the Class unless you elect to be excluded (as described below). If you do not request to be excluded from the Class and if the Settlement is approved by the Court, you will be entitled to the benefits described above, you will be bound by the final judgment in the Lawsuit, and you will also be releasing and discharging all Samsung affiliated companies, including Samsung Electronics America, Inc., Samsung Electronics Co., Ltd., and their employees, affiliates, parents, subsidiaries, predecessors, successors, assigns and authorized Samsung television distributors and retailers, with respect to any and all claims, demands, damages, debts, liabilities, accounts, costs, attorneys’ fees, expenses, liens, actions, causes of action, suits, and losses of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, which you now have, own or hold, or at any time before ever had, owned or held, or could, shall or may hereafter have, own or hold, arising or which could be claimed to arise out of or in connection with, or related in any way to the Defect your Television or the Shadow Effect in the picture display described in this Lawsuit, including, but not limited to, the allegations in the Complaint filed in the Lawsuit, including, but not limited to, claims based on any contract, fraud, agreement, common law rule, or state or federal statute, but excluding any claims for personal injury or property damage. You will not be allowed to start or participate in any lawsuit asserting claims about the Defect in your Television or about the Shadow Effect in the picture display alleged in this Lawsuit.

THE CLASS REPRESENTATIVES SUING ON YOUR BEHALF

As an award for the work performed on your behalf by each of the remaining Class Representatives in this and a related case, Samsung has agreed to provide each such Class Representative a current model 50" LCD or Plasma television, of a model chosen by Samsung.

THE LAWYERS REPRESENTING YOU

6. Do I Have a Lawyer in this Lawsuit? The Court appointed the law firms of Lax LLP, Lite Depalma Greenberg, LLC, Lange & Koncius, LLP, The Sobelsohn Law Firm, and Baron & Herskowitz LLP, to represent you and the other Class Members. Together, the lawyers are called "Class Counsel." You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense, but it is not necessary.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want the right to receive the benefits from this Settlement but instead want to keep the right to sue (or continue to sue) Samsung on your own, about the facts and legal issues in this Lawsuit, then you must take steps to get out of this Lawsuit and Settlement. This is called excluding yourself or is sometimes referred to as "opting out" of the Class.

8. How Do I Get Out of the Settlement? To exclude yourself from the Class you must mail a written request to the Settlement Administrator at the address listed below. The request for exclusion must state: (a) your full name and address; (b) the serial number of your Television (located at the rear of the Television); (c) the name of the Lawsuit, *In re Samsung DLP Television Class Action Litigation*; and (d) a statement that you wish to be excluded from the Settlement Class. You must mail your exclusion request postmarked no later than July 19, 2010, to:

Samsung Electronics America, Inc.
Attention: Light Tunnel Settlement Administrator
356 Centerpointe Blvd.
Simpsonville, SC 29681

If you ask to be excluded, you will not get the benefits that Samsung is making available in the Settlement. Also, if you ask to be excluded you cannot object to the Settlement, will not be legally bound by anything that happens in this Lawsuit, and you may be able to sue (or continue to sue) Samsung for the same facts and legal issues alleged in this Lawsuit in the future. If you have a pending lawsuit against Samsung, speak to your lawyer in that lawsuit immediately. You

must exclude yourself from *this* Class to continue your own lawsuit. Remember, any request for exclusion must be postmarked no later than July 19, 2010.

THE RIGHT TO BE HEARD OR OBJECT

You can also tell the Court how you feel about the Settlement.

9. How Can I Tell the Court if I Like or Object to the Settlement? If you remain in the Class and wish to support or object to the Settlement or fee request, you may do so by mailing to the Clerk of the Court, as well as Class Counsel and Counsel for Samsung, a written statement describing the specific reasons for your support or objection, together with any evidence or legal authority you believe supports your position. The statement must also contain the name of the action (*In re Samsung DLP Television Class Action Litigation*), your name, address, and the serial number of your Television (located at the rear of the Television) or, if you are no longer in possession of your Television, a receipt showing proof of purchase and the model number of your Television. Your statement of support or objection must be postmarked on or before July 26, 2010, and sent to:

Clerk of the Court
United States District Court
District of New Jersey
50 Walnut Street
Newark, New Jersey 07101

Chair of the Plaintiffs' Counsel Committee

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Facsimile: (202) 887-4288

10. What's the Difference Between Objecting and Excluding? Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class or have anything to do with the Lawsuit or Settlement. If you exclude yourself, you have no basis to object because the Lawsuit no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement (the "Fairness Hearing" or "Hearing").

11. When and Where Will the Fairness Hearing Take Place? The Court will hold the Fairness Hearing at 1:30 p.m. on August 4, 2010, at the United States District Court for the District of New Jersey, 50 Walnut Street, Newark, New Jersey, in Courtroom MLK2A. At this Hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may also decide how much to pay Class Counsel. After the Hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The Court reserves the right to reschedule the Hearing without further notice to the Class.

12. Do I Have to Come to the Hearing? No, you do not need to come to the Hearing. Class Counsel will answer questions the Court may have. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time the Court will consider it. You may, however, come to the Hearing at your own expense. You may also pay your own lawyer to attend, but it is not necessary.

13. May I Ask to Speak at the Hearing? If you sent a written statement of support or objection, as described above, you may also ask to speak at the Hearing, either by yourself or through a lawyer at your own expense. If you or your lawyer intend to appear at the Hearing, you or your lawyer must send a Notice of Appearance together with any other written materials to be presented to the Court, to: (a) the Clerk of the Court; (b) Class Counsel; and (c) Counsel for Samsung, at the three addresses listed above. These materials must be postmarked on or before July 26, 2010. Remember, you cannot speak at the Hearing if you exclude yourself.

IF YOU DO NOTHING

If you do nothing you will be part of this Settlement and entitled to the full benefits it provides. You will also be bound by the release of legal claims described above.

GETTING MORE INFORMATION

This Notice is only intended to provide a summary of the Settlement. You may obtain the complete text of the Settlement at www.samsung.com/dlptvsettlement, by writing to the Settlement Administrator (at the address listed below), or from the court file, which is available for your inspection during regular business hours at the Office of the Clerk of the United States District Court for the District of New Jersey, 50 Walnut Street, Newark, New Jersey, under the Civil Action Number 07-cv-2141 (GEB)(MCA).

THE FULL BENEFITS, CHECKS AND FEES DESCRIBED ABOVE WILL BE MADE AVAILABLE AND DISTRIBUTED ONLY IF THE COURT APPROVES THE SETTLEMENT AND THE SETTLEMENT BECOMES FINAL ACCORDING TO ITS TERMS. FOR CURRENT INFORMATION ON WHEN THE SETTLEMENT WILL BE FINAL ACCORDING TO ITS TERMS GO TO WWW.SAMSUNG.COM/DLPTVSETTLEMENT OR CONTACT CLASS COUNSEL AT THE ADDRESS LISTED ABOVE.

**ANY QUESTIONS YOU MAY HAVE REGARDING THIS NOTICE, THE LAWSUIT,
OR THE SETTLEMENT SHOULD BE DIRECTED IN WRITING TO CLASS
COUNSEL AT THE ADDRESS LISTED ABOVE.**

PLEASE DO NOT CONTACT THE COURT WITH ANY QUESTIONS.

CLAIM FORM

YOU MUST FILL OUT AND SUBMIT THIS FORM TO OBTAIN REIMBURSEMENT FOR (1) EXPENSES YOU INCURRED TO REPAIR THE SHADOW EFFECT IN YOUR TELEVISION (2) MONEY YOU PAID TO SAMSUNG IN CONNECTION WITH AN EXCHANGE FOR A REPLACEMENT TELEVISION AS A RESULT OF THE SHADOW EFFECT OR (3) ISF RE-CALIBRATION AS A RESULT OF THE SHADOW EFFECT

You may receive reimbursement for money you paid: (1) for repair of the Shadow Effect and any costs you incurred to ship your Television to an authorized service center for such a repair; (2) to Samsung in connection with an exchange for a replacement television as a result of the Shadow Effect; or (3) ISF re-calibration which needed to be re-done because of a Shadow Effect repair. To receive this reimbursement you must complete and submit this form and a legible copy of a receipt showing the expense for which you are seeking reimbursement.

PART I. MY CONTACT INFORMATION

Name: _____

Street: _____

City: _____ State: _____ Zip: _____ - _____

Television Serial Number (located at the right side of the Television):

Amount of Money Requested for Reimbursement: _____

PART II. ATTESTATION

To receive reimbursement you must check boxes “A”, “B” and “C” below to attest that you paid the charge for which you are seeking reimbursement, that you have not previously received reimbursement for this charge from Samsung, and that you are a member of the Class in this Lawsuit, and you must provide the information requested in “E” below. In the case of your seeking reimbursement for ISF re-calibration, you must also check Box “D” to attest that you previously paid for an ISF Calibration of your Television before the Settlement was final. Check each box if you attest that the statement is true.

A. I paid the charge for which I am seeking reimbursement.

B. I did not previously receive reimbursement for this charge from Samsung.

C. I purchased or received as a gift one of the following Samsung DLP televisions: HL-P Series (all models), HL-R Series (all models), HL-S Series (all models) or HL-T Series (models 4675SX/XAA, 5055S, 5055WX/XAA, 5075SX/XAA, 5675SX/XAA, 5076SX/XAA, 5676SX/XAA, 6156S, 6156WX/XAA, 6176SX/XAA, 6756WX/XAA, and 7288WX/XAA. I am not a: (a) Samsung employee; (b) person who acquired a Television for commercial use or resale; (c) claims aggregator; or (d) person who claims to be an assignee of rights associated with the Televisions.

D. I paid for an ISF Calibration and had previously paid for an ISF Calibration which needed to be redone due to the repair of the Shadow Effect in my Television.

E. In the space below, provide a general description of the problem you experienced with your Television and the approximate date that the problem occurred:

TO BE VALID, YOU MUST MAIL: (1) THIS COMPLETED PROOF OF CLAIM; AND (2) A LEGIBLE COPY OF A RECEIPT SHOWING THE EXPENSE FOR WHICH YOU ARE SEEKING REIMBURSEMENT TO THE FOLLOWING ADDRESS:

Samsung Electronics America, Inc.
Attention: Light Tunnel Settlement Administrator
356 Centerpointe Blvd
Simpsonville, SC 29681

YOU MUST MAIL THIS COMPLETED PROOF OF CLAIM NO LATER THAN 180 DAYS AFTER THE SETTLEMENT BECOMES FINAL ACCORDING TO ITS TERMS. FOR CURRENT INFORMATION ON WHEN THE SETTLEMENT WILL BECOME FINAL, PLEASE GO TO WWW.SAMSUNG.COM/DLPTVSETTLEMENT.