

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement” or “Agreement”) is made and entered into by and between (1) Chad Brazil and Steven Seick (“Plaintiffs” and/or “Class Representatives”), individually and as Class Representatives of the “Settlement Class,” as defined below; and (2) Dell Inc. (“Dell”). The Plaintiffs and Dell are collectively referred to herein as the “Parties.”

I. RECITALS

This Agreement is made for the following purpose and with reference to the following facts:

A. On or about March 23, 2007, Plaintiffs filed a class action complaint against Dell on behalf of California consumer and business classes. The action was filed in the United States District Court for the Northern District of California (the “Court”), thereby commencing the civil action entitled *Chad Brazil, et al. v. Dell Inc.*, No. 5:07-cv-01700-RMW (the “Action”).

Plaintiffs alleged that Dell falsely advertised its discounts for its computers and other products and services. Based on these allegations Plaintiffs asserted claims for breach of contract, negligent and intentional misrepresentation, unjust enrichment, and violations of the California Consumers Legal Remedies Act and Business and Professions Code.

B. Dell moved to compel individual arbitration, and in August 2007, the Court denied that motion.

C. Dell then moved to dismiss Plaintiffs’ first amended complaint and to strike Plaintiffs’ class allegations, arguing in part that Texas law should govern Plaintiffs’ claims and that Plaintiffs had not adequately defined the class. The Court granted Dell’s motion in July 2008, and Plaintiffs thereafter filed a second amended complaint, bringing their claims under

Texas law and revising their class definition. Dell again moved to dismiss Plaintiffs' complaint and strike their class allegations. This time, the Court denied Dell's motion.

D. Plaintiffs moved for class certification in May 2009. In March 2010, the Court reconsidered its earlier choice of law ruling, finding that California law governed Plaintiffs' claims, deferring ruling on the class certification motion until Plaintiffs had replied under California law. Plaintiffs then filed a third amended complaint re-asserting their claims under California law and further revising the class definition.

E. In July 2010, Plaintiffs again moved for class certification. Dell opposed that motion and filed a motion for judgment on the pleadings. In December 2010, the Court granted, in part, and denied, in part, the motion for judgment on the pleadings. The Court upheld Plaintiffs' statutory consumer protection and false advertising claims and their common-law tort claims, and dismissed Plaintiffs' breach of contract and unjust enrichment claims. With respect to the class certification motion, the Court certified a class of "[a]ll persons or entities who are citizens of the State of California who on or after March 23, 2003, purchased via the Home & Home Office segment of Dell's Web site Dell-branded products advertised with a represented former sales price (i.e., a "Slash-Thru" price)." The Court excluded from the class definition sales made through Dell's Small & Medium Business segment as well as sales made to consumers exposed only to Dell's "starting price" advertising.

F. Dell denies all wrongdoing or liability of any kind associated with the claims alleged in any and all complaints filed by Plaintiffs and further contends that, for any purpose other than settlement, this Action is not appropriate for class treatment. Dell contends, that among other things, it has complied at all times with all applicable laws. Dell further contends

that the claims alleged in any and all complaints are subject to binding arbitration between the individual purchasers and Dell.

G. Plaintiffs believe that the Action they filed is meritorious and that class certification of their claims was appropriate. Plaintiffs also believe that their breach of contract and unjust enrichment claims were proper and should not have been dismissed and that Small & Medium Business customers and claims regarding mail-in-rebates, free upgrades, and Dell's "starting price" advertising should have been included in the certified class. Plaintiffs further believe that the Court correctly held that the applicable arbitration clause is not enforceable, and that this decision would be affirmed on appeal. However, Class Counsel and Plaintiffs have concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interest of the Settlement Class after considering the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex and time-consuming litigation, and the likelihood of the success on the merits of the Action.

H. Over the four years of this litigation, the Parties have engaged in sufficient research, investigation, expert consultation, and discovery to reach this Agreement. Investigation has included Plaintiffs' investigation and tracking of Dell's Web site. Discovery has included written responses to interrogatories and requests for production, as well as the production of voluminous documents and information, by both Dell and Plaintiffs. Plaintiffs have deposed eight Dell employees as 30(b)(6) representatives, in their individual capacities, or both, and two of Dell's experts. Dell has deposed both Class Representatives and two of Plaintiffs' experts. The parties have also engaged in substantial motion practice, including litigating one motion to compel arbitration, two motions to dismiss, one motion for judgment on

the pleadings, two class certification motions, one petition to appeal the favorable class certification decision, and discovery-related motions.

I. Following some preliminary communications regarding settlement, the Parties agreed to mediate Plaintiffs' claims with Randall Wulff. The mediation was held on March 29, 2011. During the course of this mediation, the Parties engaged in arm's-length negotiations between counsel and, with the assistance of Mr. Wulff, ultimately reached an agreement in principle regarding the merits. Once an agreement in principle regarding the merits was reached, the Parties, again with the assistance of Mr. Wulff, reached an agreement in principle regarding attorneys' fees and costs.

J. The Parties desire to settle the Action in its entirety with respect to all claims that Class Members alleged or could have alleged in the Action. The Parties intend this Agreement to bind Dell and the Plaintiffs and all members of the Settlement Class who do not timely opt out of the Settlement Class.

K. It is the intention of the Parties that this Agreement shall constitute a full and complete settlement and release of any and all Class Member claims against Dell that Class Members alleged or could have alleged in the Action with respect to the products and time periods specified in the Settlement Class definition.

NOW THEREFORE, in consideration of the terms, conditions and covenants herein, the undersigned agree as follows:

II. DEFINITIONS

In addition to any definitions set forth above or elsewhere in this Agreement, the following terms, as used in the Agreement, shall have the meaning set forth below:

1. “Class Counsel” means:

Lieff Cabraser Heimann & Bernstein

Michael W. Sobol
Roger N. Heller
Allison S. Elgart
275 Battery St., 29th Floor
San Francisco, CA 94111-3343
(415) 956-1000
(415) 956-1008 (fax)

Rachel Geman
250 Hudson Street, 8th Floor
New York, NY 10013-1413
(212) 355-9500
(212) 355-9592 (fax)

Law Offices of Angelo Salvatore Parise

Daniel M. Hattis
16870 West Bernardo Drive, Suite 400
San Diego, CA 92127
(858) 674-6660
(858) 674-6661 (fax)

2. “Class Member” means each member of the Settlement Class.
3. “Dell” means Dell Inc., a Delaware Corporation with its principal place of business in Round Rock, Texas.
4. “Effective Date” means the effective date of this Agreement, which shall be the first day after which all of the following events and conditions of this Agreement have been met or have occurred:
 - a. Plaintiffs, Dell, and their counsel have executed this Agreement;
 - b. Class Counsel and counsel for Dell have fully executed the Stipulated Undertaking;
 - c. The Court has entered the Final Order and Judgment approving the Agreement; and

d. The Judgment has become final in that the time for appeal or writ has expired or, if an appeal and/or petition for review is taken and the settlement is affirmed, the time period during which further petition for hearing, appeal, or writ of certiorari can be taken has expired. If the Judgment is set aside, materially modified, or overturned by the Court or on appeal, and is not fully reinstated on further appeal, the Judgment shall not become “final.”

5. “Fairness Hearing” means the final hearing, held after the Preliminary Approval Order is issued and the Settlement Class has been given notice and an opportunity to object to or exclude themselves from the Settlement, in which the Court will consider whether this Settlement should be approved as fair, reasonable, and adequate pursuant to Fed. R. Civ. P. 23(e); whether the proposed Final Order and Judgment should be entered; and whether Class Counsel’s application for attorneys’ fees, expenses, and costs and Class Representative stipends should be approved.

6. “Parties” means Plaintiffs, the Settlement Class, and Dell.

7. “Settlement Class” means “Settlement Class” means all individuals and entities in California who purchased a Dell-branded product identified below and advertised with an instant-off discount online from Dell’s Home & Home Office segment during the time frame listed for that product:

Form	Model	Start Date	End Date
Desktop	Dimension B110	November 1, 2005	November 30, 2006
Desktop	Dimension C521	September 1, 2006	May 5, 2007
Desktop	Dimension E310	November 1, 2005	October 31, 2006
Desktop	Dimension E510	November 1, 2005	October 31, 2006
Desktop	Dimension E520	September 1, 2006	May 3, 2007
Desktop	Dimension E521	September 1, 2006	May 5, 2007
Desktop	Dimension E521n	September 1, 2006	June 25, 2007
Desktop	Precision 670	November 1, 2005	June 30, 2006
Desktop	Precision 690	April 1, 2007	January 31, 2008
Notebook	Inspiron 14(1420)	May 1, 2007	June 25, 2007

Notebook	Inspiron 1420n	May 1, 2007	June 26, 2007
Notebook	Inspiron 1501	September 1, 2006	June 25, 2007
Notebook	Inspiron 1520	June 1, 2007	June 25, 2007
Notebook	Inspiron 1521	June 1, 2007	June 25, 2007
Notebook	Inspiron 1720	June 1, 2007	June 25, 2007
Notebook	Inspiron 1721	June 1, 2007	June 25, 2007
Notebook	Inspiron 2200	October 1, 2005	January 31, 2006
Notebook	Inspiron 6000	November 1, 2005	March 31, 2006
Notebook	Inspiron 600m	November 1, 2005	March 31, 2006
Notebook	Inspiron 700m	November 1, 2005	March 31, 2006
Notebook	Inspiron 710m	February 1, 2006	August 31, 2006
Notebook	Inspiron 9300	November 1, 2005	March 31, 2006
Notebook	Inspiron B120	November 1, 2005	May 31, 2006
Notebook	Inspiron B130	December 1, 2005	January 31, 2007
Notebook	Inspiron E1405	March 1, 2006	June 28, 2007
Notebook	Inspiron E1505	March 1, 2006	June 28, 2007
Notebook	Inspiron E1705	March 1, 2006	June 28, 2007

Individuals and entities who purchased an above-listed product on a listed date without an instant-off discount (e.g. those who paid the full list price, were eligible for or received a mail-in-rebate, or received advertised free hardware or upgraded hardware included in a purchase price without an instant-off discount) are not part of the Settlement Class. Excluded from the Settlement Class are: (1) Dell, any entity in which Dell has a controlling interest, and its legal representatives, officers, directors, employees, assigns and successors; (2) retailers, wholesalers, and other individuals or entities that purchased listed Dell products for resale; (3) the United States government and any agency or instrumentality thereof; (4) the judge to whom this case is assigned and any member of the judge's immediate family; and (5) persons who timely and validly opt to exclude themselves from the Settlement Class.

I. CONSIDERATION OF SETTLEMENT; CLAIMS PROCESS

1. Subject to Court approval, Dell will retain, and the Parties will jointly oversee, a professional, independent class action claims administrator (“ICA”). Dell will bear the costs of claims administration.

2. Class Members who submit a valid claim form in accordance with paragraphs 5-6 below will receive a \$50 cash settlement benefit in the form of a check. The Parties acknowledge and agree that no cash settlement benefit is due a Class Member who fails to submit a valid claim form. The cash settlement benefit will be solely a claims-made process, payable by Dell through the ICA.

3. While Dell denies that it engaged in any deceptive advertising or violated any law, it acknowledges that it changed its methodology for consumer online advertising in response to issues raised by Plaintiffs in this Action.

4. Claim forms will be made available to Class Members by the ICA. The claim form shall be substantively identical to the form attached hereto as Exhibit A. Dell shall have discretion to make non-material revisions to the claim form with the consent of Class Counsel.

5. A Class Member must submit a valid claim form to receive the cash portion of the settlement benefit. A valid claim form must be submitted within one hundred five (105) days after entry of the Preliminary Approval Order (“Claim Deadline”). The ICA will receive claim forms on behalf of Dell. Claim forms may be submitted to the ICA by U.S. Mail. Additionally, the ICA shall establish a website, in accordance with paragraph 1.b of Section V below, for accepting online claims using standard claims administration procedures that ensure security and validation for submitted claims. A claim form postmarked or electronically submitted after the Claim Deadline is not a valid claim form.

6. To submit a valid claim form, Class Members must confirm the following statement: “I confirm that I purchased a Dell-branded product during the class period pursuant to an instant-off discount.”

7. Dell, through the ICA, shall have the right to verify the accuracy of information submitted during the claims process to ensure that the individual or entity submitting the claim is a Class Member and has submitted a valid claim. Class Members who submit a deficient claim form will be notified and given thirty (30) days to correct the deficiency.

8. The ICA shall mail the cash settlement benefit to Class Members who submit valid claim forms no later than ninety (90) days after the Effective Date, but not before the Effective Date. The cash settlement benefits will be mailed to the address provided in the valid claim form.

9. All checks issued for the cash settlement benefit shall be void if not negotiated within ninety (90) calendar days of their date of issue and shall contain a legend specifying this period. Checks that are not returned or negotiated within ninety (90) calendar days of their date of issue shall not be reissued.

10. Dell’s obligations with respect to the distribution of the cash settlement benefit, if any, shall be performed reasonably and in good faith. So long as Dell does so, Dell shall not be liable for erroneous or inaccurate actions, and the release embodied in Section VIII of this Agreement and any judgment shall be effective as to the Plaintiffs, Class Counsel, and every Class Member notwithstanding any such error and regardless of whether such error is corrected thereafter.

11. The Court shall retain jurisdiction of any dispute regarding the distribution of the cash settlement benefit.

II. COURT APPROVAL

A. Preliminary Approval

1. Upon full execution of this Agreement, the Plaintiffs shall move the Court for an order substantially in the form of Exhibit B hereto (“Preliminary Approval Order”). Such Preliminary Approval Order shall:

- a. Preliminarily approve the Settlement as fair, adequate and reasonable pursuant to Fed. R. Civ. P. 23(e), and in the best interest of the Settlement Class;
- b. Approve the forms and methods of notice to the Settlement Class set forth herein;
- c. Approve the claim form and the process for determining each Class Member’s eligibility for receiving a cash benefit;
- d. Set deadlines consistent with this Agreement for the emailing, mailing, and publication of notice, filing objections, submitting opt-out requests, and filing papers in connection with the Fairness Hearing; and
- e. Set a date for the Fairness Hearing.

2. If the Court does not enter a Preliminary Approval Order, this Agreement shall terminate and be of no force or effect, unless the Parties voluntarily agree to modify this Agreement in the manner necessary to obtain Court approval.

B. Final Approval

1. This Agreement is subject to and conditioned upon the entry by the Court, following the Fairness Hearing, of a Final Order and Judgment granting final approval of the Agreement (“Final Order and Judgment”). Such Final Order and Judgment shall:

- a. Determine that this Agreement is fair, adequate and reasonable, and in the best interests of the Settlement Class;

- b. Dismiss with prejudice the Third Amended Complaint;
- c. Bar and enjoin all Class Members from asserting any of the Released

Claims (as defined below);

- d. Release the Dell Releasees (as defined below) from the Released Claims which any Class Member has, had, or may have in the future; and

- e. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Dell and all Class Members, to administer, supervise, construe and enforce this Agreement in accordance with its terms for the mutual benefit of the Parties.

III. NOTICE TO THE CLASS, OPT-OUT AND OBJECTION RIGHTS, AND TIMING OF FEE PETITION

1. The Parties agree to and will request approval by the Court of the following forms and methods of notice to the Settlement Class:

- a. Dell, jointly with Class Counsel, shall prepare the Settlement Class list based on Dell's data of those purchasers of the covered products during the relevant dates pursuant to an instant-off discount who had a billing address in California. In preparing the Settlement Class list, Dell shall use reasonable, good faith efforts to identify persons within the Settlement Class by the address or email address provided at the time of sale, but shall have no obligation to look beyond information obtainable from its reasonably searchable computer media. Class Counsel shall approve the search parameters used to prepare the Settlement Class list. Dell will transmit the Settlement Class list to the ICA no later than ten (10) days after entry of the Preliminary Approval Order.

- b. The ICA shall create a settlement website and toll-free phone number which shall be operative no later than thirty (30) days after entry of the Preliminary Approval Order. The ICA's settlement website shall contain downloadable copies of the Preliminary

Approval Order, Settlement Agreement, long form notice, claim form, and, when filed, Class Counsel's application for an award of attorneys' fees and expenses, and shall contain appropriate links through which Class Members can submit online claims for benefits. The long form notice will be substantially in the form of Exhibit C hereto. Dell shall have discretion to make non-material revisions to the long form notice with the consent of Class Counsel.

c. No later than thirty (30) days after entry of the Preliminary Approval Order, the ICA shall provide summary email and U.S. Mail notice to persons on the Settlement Class list as further outlined in this paragraph. For Class Members on the Settlement Class list for whom an email address is available and to the extent practicable, summary notice will be provided by email instead of by first class mail. Only one email will be sent to each Class Member for whom an email address is available. The email shall contain a hyperlink to the ICA settlement website as well as the text of the summary notice. For all other Class Members on the Settlement Class list, the ICA shall provide summary notice by first class mail postcard to the Class Member's California billing address. For Class Members whose email notices are returned for any reason, such as undeliverable, bad email addresses, or "mailbox full", the ICA shall provide these Class Members with summary notice by first class mail postcard to the Class Member's California billing address. For mailed summary notices that are returned for bad addresses, the ICA shall re-mail those summary notices for which a new address is provided by the U.S. Postal Service to the address provided. If the U.S. Postal Service does not provide a new address, the ICA shall re-mail the summary notice to the Class Member's California shipping address, if different from the California billing address. All addresses will be updated through the National Address Change Database before mailing. The email and postcard summary notice shall contain substantially all of the information in Exhibits D and E hereto. Dell shall have

discretion to make non-material revisions to the summary notices with the consent of Class Counsel.

d. Summary publication notice substantially in the form of Exhibit F hereto, and no larger than one eighth of a page, shall be published once each in a weekday edition in the following regional newspapers in California no later than thirty (30) days after entry of the Preliminary Approval Order, except if publication dates require a brief extension of no more than ten days: Los Angeles Times, Sacramento Bee, and San Francisco Chronicle. Dell shall have discretion to make non-material revisions to the summary publication notice with the consent of Class Counsel.

e. For a period commencing no later than thirty (30) days after entry of the Preliminary Approval Order and ending on the last day for Class Members to file a claim, Dell will post summary notice of the settlement and this Agreement on the Legal Notices page of its website.

f. The Parties will recommend that the Court allow for a period of one hundred (100) days between entry of the Preliminary Approval Order and the Fairness Hearing.

g. All Class Members shall have the right to opt out of the class at any time during the opt-out period. The opt-out period shall run for seventy-five (75) days after entry of the Preliminary Approval Order. Any Class Member who elects to opt out of the Settlement Class (i) shall not be bound by any orders or judgments entered in these Actions; (ii) shall not be entitled to relief under, or be affected by, this Agreement; (iii) shall not gain any rights by virtue of this Agreement; and (iv) shall not be entitled to object to any aspect of this Agreement. Any Class Member who wishes to opt out of the Settlement Class may do so by mailing a letter postmarked no later than seventy-five (75) days after entry of the Preliminary Approval Order to

the ICA that clearly states the Class Member's desire to opt out. Any Class Member who has opted out and wishes to revoke his or her request for exclusion may do so by mailing a letter stating clearly the desire to revoke the previous request for exclusion to the ICA postmarked before the opt out deadline. The ICA shall provide Class Counsel and counsel for Dell with copies of all completed opt-outs on a weekly basis during the opt-out period.

2. Class Members may serve written objections to the Settlement, or to Class Counsels' application for attorneys' fees, expenses and costs. To be considered, any such objection must be mailed to the Clerk and at least one of the counsel for Plaintiffs and one of the counsel for Dell at the addresses provided in the notice not later than seventy-five (75) days after entry of the Preliminary Approval Order. The objection must include (i) the Class Member's full name and current address and telephone number; (ii) all of the Class Member's objections, the reasons therefore, and any and all supporting papers, including, without limitation, all briefs, written evidence, and declarations; and (iii) the Class Member's signature. Class Members submitting objections who wish to appear at the Fairness Hearing and present their objections to the Court orally must include a written statement of intent to appear at the Fairness Hearing in the manner prescribed by the notice. Only Class Members who specify in their objections that they intend to appear at the Fairness Hearing will have the right to present their objections orally at the Fairness Hearing. Persons who do not submit timely written objections will not be permitted to present their objections at the Fairness Hearing. Class Counsel will file any application for an award of attorneys' fees, expenses and costs no later than 20 days before the close of the objections period. Once it is filed, any application for an award of attorneys' fees, expenses and costs will be made available to Class Members via the ICA's website.

IV. CLASS REPRESENTATIVE SERVICE AWARDS

1. Class Counsel shall petition the Court for, and Dell shall not oppose, a Class Representative service award in an amount up to \$5,000 for each of the Class Representatives in the Action, in recognition of their efforts on behalf of the Class. The Court's award of any Class Representative service award shall be separate from its determination of whether to approve the Settlement. In the event the Court approves the Settlement, but declines to award a Class Representative service award in the amount requested by Class Counsel, the Settlement will nevertheless be binding on the Parties and all Class Members.

2. To the extent awarded by the Court, Dell shall pay the Class Representative service awards, through Class Counsel, within twenty (20) days of the Court's entry of the Final Approval Order and Judgment and any order awarding Class Representative service awards, notwithstanding any appeal, upon execution of a Stipulated Undertaking, attached as Exhibit G hereto ("Stipulated Undertaking"), requiring repayment of such service awards by Class Counsel should the Final Approval Order and Judgment or the award of Class Representative service awards be reversed or materially modified on appeal. Dell shall have no liability to the Class Representatives arising from any claim regarding payment of any award of the Class Representative service awards, so long as Dell complies with its obligations under this Agreement.

3. Payment by Dell of the Class Representative service awards is separate from, and in addition to, the other relief afforded to the Class Members in this Agreement.

V. ATTORNEYS' FEES, EXPENSES AND COSTS

1. Subject to entry of the Final Approval Order and Judgment, Dell will not oppose a request for attorneys' fees, expenses and costs in an amount up to \$7 million. Class Counsel

agrees not to seek, and Dell shall not be obligated to pay, any fees, expenses and costs in excess of \$7 million.

2. The payment by Dell of any Class Counsels' fees, expenses and costs is separate from and in addition to the other relief afforded the Class Members in this Agreement. The Court's award of any Class Counsels' fees, expenses and costs shall be separate from its determination of whether to approve the Settlement. In the event the Court approves the Settlement, but declines to award Class Counsels' fees, expenses and costs in the amount requested by Class Counsel, the Settlement will nevertheless be binding on the Parties and the Class Members.

3. Class Counsel shall be entitled to payment of the fees, expenses and costs awarded by the Court, up to a maximum of \$7 million, within twenty (20) days of the Court's entry of the Final Approval Order and Judgment and any order granting attorneys' fees, expenses and costs, notwithstanding any appeal, upon execution of the Stipulated Undertaking requiring repayment of fees, expenses and costs by Class Counsel should the Final Approval Order and Judgment be reversed or materially modified or the award of attorneys' fees, expenses and costs be reversed or reduced on appeal. Dell shall have no liability to Class Counsel arising from any claim regarding the division of any award of attorneys' fees, expenses and costs between and among Class Counsel.

4. The Court shall retain jurisdiction of any dispute regarding any award of attorneys' fees and expenses.

VI. RELEASE

1. In moving for entry of the proposed Final Order and Judgment, Class Counsel shall execute, file and serve a request for dismissal with prejudice of the Third Amended Complaint.

2. Upon the Effective Date, Plaintiffs and Class Members hereby unconditionally release and forever discharge Dell, including, but not limited to, all present and former parent companies, subsidiaries, affiliate companies, shareholders, officers, directors, employees, partners, agents, servants, representatives, attorneys, insurers, successors, predecessors, assigns, original design and equipment manufacturers, component part suppliers, authorized service providers, retailers, resellers, or distributors (“Dell Releasees”) from any and all claims, rights, demands, actions, causes of action, suits, debts, liens, contracts, liabilities, agreements, costs, expenses or losses of any kind whatsoever, including any known or unknown claims, which Plaintiffs or Class Members have or may claim to have against Dell based upon, arising out of, or in any way relating to any act, failure to act, omission, misrepresentation, fact, event, transaction, or occurrence from the beginning of time until the Effective Date of this Settlement Agreement that were raised or could have been raised in this Action (“Released Claims”) with respect to the products and time periods specified in the Settlement Class definition. For example, nothing in the Release shall release claims that may exist in connection with Dell’s advertising relating to the Small & Medium Business Portion of its Website or purchases made without an instant-off discount (e.g. purchases at full list price, eligible for a mail-in-rebate, or with free hardware or upgraded hardware included in a purchase price without an instant off).

3. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, Plaintiffs shall expressly waive, and each Class Member shall be deemed to have waived, and by operation of the Order and Final Judgment shall have waived, the provisions, rights and benefits of California Civil Code §1542, which provides:

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 or her settlement with the debtor.

Further, Plaintiffs shall expressly waive, and each Class Member shall be deemed to have expressly waived, and by operation of the Order and Final Judgment shall have waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code § 1542. Plaintiffs and Class Members may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Plaintiffs shall expressly, fully, finally and forever settle and release, and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, and forever settled and released, any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including without limitation conduct that is negligent, intentional, with or without malice, and a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiffs acknowledge, and each Class Member shall be deemed by operation of the Final Order and Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the settlement of which this release is a part.

VII. NO ADMISSION OF LIABILITY

1. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties, either previously or in connection with the negotiations or proceedings connected with this Agreement, shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or an acknowledgment or admission by any party of any fault, liability or wrongdoing of any kind whatsoever to any other party.

2. Neither the Agreement, nor any act performed or document executed pursuant to or in furtherance of the Agreement or the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any claim made by the Settlement Class Members or Class Counsel, or of any wrongdoing or liability of the persons or entities released under this Agreement, or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the persons or entities released under this Agreement, in any proceeding in any court, administrative agency or other tribunal.

3. This Agreement is a settlement document and shall be inadmissible in evidence in any proceeding, except an action or proceeding to approve, interpret, or enforce this Agreement.

4. To the extent permitted by law, the Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of this Agreement.

VIII. MISCELLANEOUS PROVISIONS

1. Maximum Monetary Obligation. The Parties agree that Dell's maximum monetary obligation under this Agreement shall not exceed the aggregate value of the total valid claim forms timely submitted to the ICA, plus any approved attorneys' fees, expenses, and costs up to \$7 million, any approved incentive awards for the Class Representatives up to \$5,000, and costs of notice and administration. No settlement fund has been or was intended to be created by this Agreement.

2. Extensions of Time. Unless otherwise ordered by the Court, the Parties may jointly agree to reasonable extensions of time to carry out any of the provisions of this Agreement.

3. Cooperation of Parties. The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to, execution of such

documents, and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any efforts that become necessary, by order of the Court or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as is practicable after execution of this Agreement, Class Counsel shall take all necessary steps to assure the Court's final approval of this Agreement.

4. Notices. All notices to Class Counsel provided for herein shall be sent by email to Michael W. Sobol, telephone (415) 956-1000, email: msobol@lchb.com. All Notices to Dell provided for herein shall be sent by email to Sinead O'Carroll, Reeves & Brightwell LLP, 221 W. 6th Street, Suite 1000, Austin, TX 78701, telephone (512) 334-4509, email: socarroll@reevesbrightwell.com. The Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Class Notice.

5. Public Comment. The Parties and their counsel agree that neither the Parties nor their counsel will issue any press release or initiate communications with the press or other media. The Parties may respond freely to any media inquiries they receive. Class Counsel are free to post information about the settlement on their Web sites and to include a link to the settlement Web site.

6. Destruction of Discovery Received from Dell and Dell Advertising. Class Counsel agrees to destroy, and certify to Dell that it has destroyed, any and all copies, electronic or otherwise, of all discovery received from Dell and Dell's advertising made in advance of or during this litigation within 30 days of final approval of this Settlement. However, Plaintiffs will maintain copies of any materials filed in Court prior to the execution of this Agreement. To the

extent the materials filed in Court contain documents or information designated “Confidential,” those materials will remain subject to the Parties’ stipulated protective order.

7. Voiding the Agreement. If three percent or more of potential Class Members opt out of the Settlement, Dell may at its option elect to withdraw from the Settlement and void this Agreement.

8. No Prior Assignments. Plaintiffs represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

9. Parties’ Authority. The respective signatories hereto hereby represent that they are fully authorized to enter into this Agreement and bind the respective Parties hereto to the terms and conditions hereof.

10. Class Counsel Signatories. It is agreed that because the Class Members are so numerous, it is impossible or impractical to have each Class Member execute this Agreement. The notice provided for in paragraph 1 of Section V above will advise all Class Members of the binding nature of the release and shall have the same force and effect as if this Agreement were executed by each Class Member.

11. Binding on Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

12. Execution Voluntary. This Agreement is executed voluntarily by each of the Parties without any duress or undue influences on the part, or on behalf, of any of them. The Parties represent and warrant to each other that they have read and fully understand the

provisions of this Agreement and have relied on the advice and representation of legal counsel of their own choosing. Each of the Parties has cooperated in the drafting and preparation of this Agreement and has been advised by counsel regarding the terms, effects, and consequences of this Agreement. Accordingly, in any construction to be made of this Agreement, this Agreement shall not be construed as having been drafted solely by any one or more of the Parties.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts.

14. Integration. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any party hereto, except as provided for herein.

15. Modification. This Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the parties hereto.

16. Governing Law. The Agreement shall be construed in accordance with, and be governed by, the law of the State of California, without regard to the principles thereof regarding choice of law.


17. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof. Each term of this Agreement is contractual and not merely a recital.

18. Gender and Plurals. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others wherever the context so indicates.

19. Retention of Jurisdiction. The Court shall retain jurisdiction to resolve any future disputes arising out of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed on its behalf by its duly-authorized counsel of record, all as of the day set forth below.

Dated: 5-25-11



Chad Brazil

Dated: _____

Steven Seick

Dated: _____

LIEFF CABRASER HEIMANN &
BERNSTEIN

Michael Sobol

Class Counsel

Dated: _____

LAW OFFICES OF ANGELO
SALVATORE PARISE

Daniel M. Hattis

Class Counsel

18. Gender and Plurals. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others wherever the context so indicates.

19. Retention of Jurisdiction. The Court shall retain jurisdiction to resolve any future disputes arising out of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed on its behalf by its duly-authorized counsel of record, all as of the day set forth below.

Dated: _____

Chad Brazil

Dated: May 25, 2011

Steven Seick
Steven Seick

Dated: _____

LIEFF CABRASER HEIMANN &
BERNSTEIN

Michael Sobol

Class Counsel

Dated: _____

LAW OFFICES OF ANGELO
SALVATORE PARISE

Daniel M. Hattis

Class Counsel

18. Gender and Plurals. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others wherever the context so indicates.

19. Retention of Jurisdiction. The Court shall retain jurisdiction to resolve any future disputes arising out of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed on its behalf by its duly-authorized counsel of record, all as of the day set forth below.

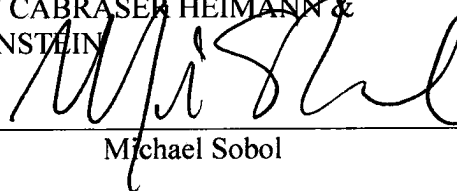
Dated: _____

Chad Brazil

Dated: _____

Steven Seick

Dated: 5.27.11

LIEFF CABRASER HEIMANN &
BERNSTEIN


Michael Sobol
Class Counsel

Dated: _____

LAW OFFICES OF ANGELO
SALVATORE PARISE

Daniel M. Hattis
Class Counsel

18. Gender and Plurals. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others wherever the context so indicates.

19. Retention of Jurisdiction. The Court shall retain jurisdiction to resolve any future disputes arising out of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed on its behalf by its duly-authorized counsel of record, all as of the day set forth below.

Dated: _____

Chad Brazil

Dated: _____

Steven Seick

Dated: _____

LIEFF CABRASER HEIMANN &
BERNSTEIN

Michael Sobol

Class Counsel

Dated: 5/27/11

LAW OFFICES OF ANGELO
SALVATORE PARISE



Daniel M. Hattis

Class Counsel

Dated: 5/26/11

DELL INC.



Mary Pape

Litigation Counsel

Dated: _____

FARELLA BRAUN + MARTEL LLP

Douglas R. Young

Counsel for Dell Inc.

Dated: _____

REEVES & BRIGHTWELL LLP

Kim Brightwell

Counsel for Dell Inc.

Dated: _____

DELL INC.

Mary Pape

Litigation Counsel

Dated: May 25, 2011

FARELLA BRAUN + MARTEL LLP

D/Young (llp)
Douglas R. Young

Counsel for Dell Inc.

Dated: _____

REEVES & BRIGHTWELL LLP

Kim Brightwell

Counsel for Dell Inc.

Dated: _____

DELL INC.

Mary Pape

Litigation Counsel

Dated: _____

FARELLA BRAUN + MARTEL LLP

Douglas R. Young

Counsel for Dell Inc.

Dated: May 26, 2011

REEVES & BRIGHTWELL LLP


Kim Brightwell

Counsel for Dell Inc.

EXHIBIT A

BENEFIT CLAIM FORM

You must complete this form for us to determine if you are eligible to receive the \$50 Cash Benefit, including an address where the money should be mailed.

If you received notice by email or postcard about this class action settlement, complete Parts I and II and sign this form--you do NOT need to complete Part III of this form.

If you did NOT receive notice by email or postcard about this class action settlement, you must complete Parts I and II, provide as much information as you have for Part III, and sign this form.

If you have any questions regarding this form, please contact the Claims Administrator at _____.

PART I

Name: _____

Current Address (where check should be sent). YOU MUST INCLUDE YOUR CURRENT MAILING ADDRESS.

Street: _____

City: _____

State: _____ **Zip:** _____

Notice PIN # (if available): _____

The Notice PIN # is found in the email notice or on the postcard notice.

PART II

Only individuals and entities who purchased a Dell-branded product during the class period advertised with an instant-off discount are eligible to receive a \$50 Cash Benefit.

Individuals who paid the full list price, were eligible for or received a mail-in-rebate, or received advertised free hardware or upgraded hardware included in a purchase price without an instant-off discount are NOT eligible to receive the \$50 Cash Benefit.

I confirm that I purchased a Dell-branded product during the class period pursuant to an instant-off discount.

PART III

(Only complete if you did not receive email or postcard notice about the settlement. You must also complete Parts I and II. Please provide as much information as possible so we can determine if you are a class member and therefore eligible to receive the \$50 Cash Benefit.)

Computer Service Tag #: _____

The service tag number is located on the outside of your Dell desktop computer or on the bottom of your Dell notebook computer.

Name at time of purchase (if different from current name): _____

Address at time of purchase:

Street: _____

City: _____

State: _____ **Zip:** _____

Date of purchase: _____

Invoice # (from invoice): _____

Customer # (from invoice): _____

Computer model purchased: _____

SIGNATURE _____ **DATE** _____

RECEIPT OF THIS CLAIM FORM **WILL NOT** BE CONFIRMED. IF YOU WOULD LIKE DELIVERY CONFIRMATION, PLEASE USE USPS CERTIFIED MAIL, RETURN RECEIPT OR SOME OTHER METHOD OF TRACKING DELIVERY.

EXHIBIT B

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

CHAD BRAZIL and STEVEN SEICK,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

DELL INC. and Does 1-10,

Defendant.

Case No. C-07-01700 RMW

**[PROPOSED] ORDER PRELIMINARILY
APPROVING CLASS ACTION
SETTLEMENT, CERTIFYING A
SETTLEMENT CLASS, APPROVING
PROPOSED NOTICE, AND SCHEDULING
FINAL FAIRNESS HEARING**

Upon review and consideration of the Settlement Agreement and Release, and the attachments thereto, which have been filed with the Court, IT IS HEREBY ORDERED and ADJUDGED as follows:

1. The Court has carefully reviewed the Settlement Agreement and Release (“Settlement”) as well as the files, records, and proceedings to date in this matter. The definitions in the Settlement are hereby incorporated as though fully set forth in this Order, and capitalized terms shall have the meanings attributed to them in the Settlement.

1 2. The parties have agreed to settle the above-referenced class action upon the
2 terms and conditions set forth in the Settlement, which has been filed with this Court. The
3 Settlement, including all exhibits thereto, is preliminarily approved as fair, reasonable, and
4 adequate. The Plaintiffs, by and through their counsel, have investigated the facts and law related
5 to the matters alleged in their Complaint, including extensive pre-trial discovery, motion practice,
6 class certification, and an evaluation of the risks associated with continued litigation, trial, and/or
7 appeal. The settlement was reached as a result of arms-length negotiations between Class
8 Counsel and Counsel for Dell, Inc. (“Dell”), including a full-day mediation session with a
9 respected mediator, Mr. Randall Wulff. The Settlement confers substantial benefits upon the
10 Settlement Class, particularly in light of the damages that Plaintiffs and Class Counsel believe are
11 recoverable at trial, without the costs, uncertainty, delays, and other risks associated with
12 continued litigation, trial, and/or appeal.

13 3. The Settlement Class is in substance the same class of consumers that the
14 Court certified in its Order Granting In Part and Denying In Part Plaintiffs’ Motion for Class
15 Certification (Docket No. 306) and consists of:

16 “All individuals and entities in California who purchased a Dell-
17 branded product identified below and advertised with an instant-off
18 discount online from Dell’s Home & Home Office segment during
the time frame listed for that product:

Form	Model	Start Date	End Date
Desktop	Dimension B110	November 1, 2005	November 30, 2006
Desktop	Dimension C521	September 1, 2006	May 5, 2007
Desktop	Dimension E310	November 1, 2005	October 31, 2006
Desktop	Dimension E510	November 1, 2005	October 31, 2006
Desktop	Dimension E520	September 1, 2006	May 3, 2007
Desktop	Dimension E521	September 1, 2006	May 5, 2007
Desktop	Dimension E521n	September 1, 2006	June 25, 2007
Desktop	Precision 670	November 1, 2005	June 30, 2006
Desktop	Precision 690	April 1, 2007	January 31, 2008
Notebook	Inspiron 14(1420)	May 1, 2007	June 25, 2007
Notebook	Inspiron 1420n	May 1, 2007	June 26, 2007
Notebook	Inspiron 1501	September 1, 2006	June 25, 2007
Notebook	Inspiron 1520	June 1, 2007	June 25, 2007
Notebook	Inspiron 1521	June 1, 2007	June 25, 2007

1	Notebook	Inspiron 1720	June 1, 2007	June 25, 2007
2	Notebook	Inspiron 1721	June 1, 2007	June 25, 2007
3	Notebook	Inspiron 2200	October 1, 2005	January 31, 2006
4	Notebook	Inspiron 6000	November 1, 2005	March 31, 2006
5	Notebook	Inspiron 600m	November 1, 2005	March 31, 2006
6	Notebook	Inspiron 700m	November 1, 2005	March 31, 2006
7	Notebook	Inspiron 710m	February 1, 2006	August 31, 2006
8	Notebook	Inspiron 9300	November 1, 2005	March 31, 2006
9	Notebook	Inspiron B120	November 1, 2005	May 31, 2006
10	Notebook	Inspiron B130	December 1, 2005	January 31, 2007
11	Notebook	Inspiron E1405	March 1, 2006	June 28, 2007
12	Notebook	Inspiron E1505	March 1, 2006	June 28, 2007
13	Notebook	Inspiron E1705	March 1, 2006	June 28, 2007

14 4. Individuals and entities who purchased an above-listed product on a listed
15 date without an instant-off discount (e.g. those who paid the full list price, were eligible for or
16 received a mail-in-rebate, or received advertised free hardware or upgraded hardware included in
17 a purchase price without an instant off) are not part of the Settlement Class. Excluded from the
18 Settlement Class are: (1) Dell, any entity in which Dell has a controlling interest, and its legal
19 representatives, officers, directors, employees, assigns and successors; (2) retailers, wholesalers,
20 and other individuals or entities that purchased listed Dell products for resale; (3) the United
21 States government and any agency or instrumentality thereof; (4) the judge to whom this case is
22 assigned and any member of the judge’s immediate family; and (5) persons who timely and
23 validly opt to exclude themselves from the Settlement Class.

24 5. The Court finds that the prerequisites for a class action under Rules 23(a)
25 and(b)(3) of the Federal Rules of Civil Procedure have been satisfied for the same reasons
26 previously set forth in the Order Granting In Part and Denying In Part Plaintiffs’ Motion for Class
27 Certification (Docket No. 306).

28 6. The Court continues the appointment of Lief Cabraser Heimann &
29 Bernstein, LLP (lawyers Michael W. Sobol, Rachel Geman, Allison S. Elgart, and Roger Heller)
30 and the Law Offices of Angelo Salvatore Parise (Daniel M. Hattis) as Class Counsel to effectuate
31 the Settlement. For purposes of these Settlement approval proceedings, the Court finds that these

1 firms are competent and capable of exercising their responsibilities as Class Counsel. The Court
2 designates the Plaintiffs as representatives of the Settlement Class.

3 7. The Fairness Hearing shall be held before this Court one-hundred (100)
4 days from now, to determine whether the Settlement is fair, reasonable, and adequate and should
5 receive final approval. The Court will rule on Class Counsel's application for an award of
6 attorneys' fees and costs and service awards for the Representative Plaintiffs at that time. The
7 Court's determination of whether to approve the Settlement is separate from its award of
8 attorneys' fees and service awards. The Fairness Hearing maybe postponed, adjourned, or
9 continued by Order of the Court without further notice to the Settlement Class. After the Fairness
10 Hearing, the Court may enter a Final Order and Judgment in accordance with the Settlement that
11 will adjudicate the rights of the Settlement Class Members with respect to the claims being
12 settled.

13 8. Pending the Fairness Hearing, other than proceedings necessary to carry
14 out or enforce the terms and conditions of the Settlement, this matter is stayed.

15 9. The Court approves, as to form and content, the Notices attached to the
16 Settlement as Exhibits C-F and the Claim Form attached as Exhibit A. Not later than thirty (30)
17 days after the entry of this Order, the ICA will commence notice to the Settlement Class as
18 directed in the Settlement. Class members shall receive individualized notice through email
19 and/or U.S. Mail, as described in the Settlement, and additional notice will be provided through
20 publication notice and Dell's website and the case-specific website.

21 10. The Court finds that the Notices are reasonable, that they constitute due,
22 adequate and sufficient notice to all persons entitled to receive notice, and they meet the
23 requirements of due process in Rule 23 of the Federal Rules of Civil Procedure. The Court finds
24 that the matter of dissemination of the Notice complies with Fed. R. Civ. P. Rule 23(e) as it is a
25 reasonable manner of providing notice to those Settlement Class members who would be bound
26 by the Settlement. The Court also finds that the Notice complies with Rule 23(c)(2) as it is also
27 the best practicable notice under the circumstances, provides individual notice to all Class
28 Members who can be identified through a reasonable effort, and is reasonably calculated, under

1 all the circumstances, to apprise the members of the Settlement Class of the pendency of this
2 action, the terms of the Settlement, and the right to object to the Settlement or opt out.

3 11. Settlement Class members will have one hundred five (105) days after the
4 entry of this Preliminary Approval Order to file claims. Settlement Class members will have
5 seventy-five (75) days after entry of the Preliminary Approval Order to object to or opt out of the
6 Class. The process for filing claims, objecting, and opting out of the Settlement Class is set forth
7 in the Settlement Agreement.

8 12. Class Counsel shall file their fee application on or before 20 days prior to
9 the close of the objections period.

10 13. The dates of performance contained herein may be extended by Order of
11 the Court, for good cause shown, without further notice to the Settlement Class.

12 14. If the Settlement does not receive Final Approval, then the Settlement shall
13 become null and void. The Settlement Class members shall be restored to their respective
14 positions before the entry of this Preliminary Approval Order.

15 15. Analytics, Incorporated is hereby appointed as the ICA for this Settlement
16 and shall perform all the duties of the Independent Claims Administrator as set forth in the
17 Settlement.

18 16. Class Counsel and Counsel for Dell are hereby authorized to use all
19 reasonable procedures in connection with approval and administration of the Settlement that are
20 not materially inconsistent with this Order or the Settlement, including making, without further
21 approval of the Court, non-material changes to the form or content of the Notice(s) and other
22 exhibits that they jointly agree are reasonable and/or are necessary.

23 IT IS SO ORDERED this ___ day of May, 2011

24
25
26 _____
The Honorable Ronald M. Whyte
United States District Court Judge

EXHIBIT C

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION
QUESTIONS? CALL 1-XXX-XXX-XXXX OR VISIT WWW.XXXXCOM.

A settlement has been reached in a class action about the advertising of certain Dell-branded products sold through Dell's Home & Home Office website.

- *A court authorized this notice. This is not a solicitation from a lawyer.*
- A settlement has been proposed in a class action lawsuit and you may be a member of the settlement class. If the settlement is approved, Class Members who submit a valid claim form will be entitled to a Cash Benefit of \$50 in the form of a check.
- The settlement class consists of all individuals and entities in California who purchased a Dell-branded product identified below and advertised with an instant-off discount online from Dell's Home & Home Office segment during the time frame listed for that product:

Form	Model	Start Date	End Date
Desktop	Dimension B110	November 1, 2005	November 30, 2006
Desktop	Dimension C521	September 1, 2006	May 5, 2007
Desktop	Dimension E310	November 1, 2005	October 31, 2006
Desktop	Dimension E510	November 1, 2005	October 31, 2006
Desktop	Dimension E520	September 1, 2006	May 3, 2007
Desktop	Dimension E521	September 1, 2006	May 5, 2007
Desktop	Dimension E521n	September 1, 2006	June 25, 2007
Desktop	Precision 670	November 1, 2005	June 30, 2006
Desktop	Precision 690	April 1, 2007	January 31, 2008
Notebook	Inspiron 14(1420)	May 1, 2007	June 25, 2007
Notebook	Inspiron 1420n	May 1, 2007	June 26, 2007
Notebook	Inspiron 1501	September 1, 2006	June 25, 2007
Notebook	Inspiron 1520	June 1, 2007	June 25, 2007
Notebook	Inspiron 1521	June 1, 2007	June 25, 2007
Notebook	Inspiron 1720	June 1, 2007	June 25, 2007
Notebook	Inspiron 1721	June 1, 2007	June 25, 2007
Notebook	Inspiron 2200	October 1, 2005	January 31, 2006
Notebook	Inspiron 6000	November 1, 2005	March 31, 2006
Notebook	Inspiron 600m	November 1, 2005	March 31, 2006
Notebook	Inspiron 700m	November 1, 2005	March 31, 2006
Notebook	Inspiron 710m	February 1, 2006	August 31, 2006
Notebook	Inspiron 9300	November 1, 2005	March 31, 2006

Notebook	Inspiron B120	November 1, 2005	May 31, 2006
Notebook	Inspiron B130	December 1, 2005	January 31, 2007
Notebook	Inspiron E1405	March 1, 2006	June 28, 2007
Notebook	Inspiron E1505	March 1, 2006	June 28, 2007
Notebook	Inspiron E1705	March 1, 2006	June 28, 2007

- Not included in the settlement class are individuals and entities who purchased an above-listed product on a listed date without an instant-off discount (e.g. those who paid the full list price, were eligible for or received a mail-in-rebate, or received advertised free hardware or upgraded hardware included in the purchase price without an instant-off discount).
- Your legal rights are affected whether you act or not. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

What are Your Options?

DO NOTHING	Get no \$50 Cash Benefit. Release your claims against Dell.
SUBMIT A CLAIM FORM	To be eligible for the \$50 Cash Benefit, you must submit a valid claim form by XXXX[105 days after entry of Preliminary Approval Order].
OPT OUT	Exclude yourself from the settlement. Get no relief, but retain your rights against Dell.
OBJECT	Remain in the class and write to the Court about why you don't like the Settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.

- These legal rights and options—and the deadlines to exercise them—are explained in this notice.
- A Court still has to decide whether to approve the Settlement. If the Settlement is approved and becomes “final,” payments will be provided to class members who make valid claims.

QUESTIONS? CALL 1-XXX-XXX-XXXX OR VISIT WWW.XXXX.COM.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION PAGE ___

- 1. Why did the Court issue this notice?
- 2. What is this lawsuit about?
- 3. Why is this a class action?
- 4. Why is there a Settlement?

THE SETTLEMENT PAGE ___

- 5. What does the Settlement provide?
- 6. Can Dell withdraw from the Settlement?
- 7. How much would my payment be?
- 8. Can I opt out of the Settlement?

WHO IS IN THE SETTLEMENT PAGE ___

- 9. How do I know if I am part of the Settlement?
- 10. Are there exceptions to being included?
- 11. Are businesses included?
- 12. I'm still not sure I'm included.

HOW TO GET A PAYMENT—SUBMITTING A CLAIM FORM PAGE ___

- 13. How can I get a payment?
- 14. When would I get my payment?

THE LAWYERS REPRESENTING YOU PAGE ___

- 15. Do I have a lawyer in this case?

OBJECTING TO THE SETTLEMENT PAGE ___

- 16. How do I tell the Court that I don't like the Settlement?

THE COURT'S FAIRNESS HEARING PAGE ___

- 17. When and where will the Court decide whether to approve the Settlement?
- 18. What else will be decided after the hearing?
- 19. Do I have to come to the hearing?
- 20. May I speak at the hearing?

IF YOU DO NOTHING PAGE ___

- 21. What happens if I do nothing at all?

GETTING MORE INFORMATION PAGE ___

- 22. Are there more details about the Settlement?
- 23. How do I get more information?

KEY DATES PAGE ___

QUESTIONS? CALL 1-XXX-XXX-XXXX OR VISIT WWW. XXXX.COM.

BASIC INFORMATION

1. Why did the Court issue this notice?

The Court issued this notice because you have a right to know about a proposed Settlement in the class action lawsuit regarding purchases of certain Dell-branded products advertised with instant-off discounts online through Dell's Home & Home Office segment during certain time periods. You also have a right to know about all of your options before the Court decides whether to approve the Settlement. The Settlement calls for payments to be made to Class Members who show through valid claim forms that they are eligible. To determine if you are a class member, please refer to the "Settlement Class" definition in question 9, below.

Judge Ronald M. Whyte of the Federal District Court for the Northern District of California is in charge of this case, called Brazil, et al. v. Dell Inc., et al., Case Number 5:07-cv-01700-RMW. The people who sued on behalf of themselves and a class of Dell computer purchasers (here, Chad Brazil and Steven Seick) are called the Plaintiffs or Class Representatives and the company they sued, Dell Inc., is the Defendant.

2. What is this lawsuit about?

The Plaintiffs said that Dell acted deceptively in its Home & Home Office segment's online advertising of the prices for certain Dell-branded products during certain time frames. Plaintiffs allege that Dell advertised false instant-off discounts from represented former prices.

Dell denies wrongdoing or liability of any kind associated with the claims brought by the Plaintiffs, and has agreed to settle the case for the sole purpose of avoiding the uncertainties, expenses, and time of further litigation.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or the Defendants. Instead, both sides agreed to a Settlement. That way, they avoid the risk and expense of a trial, and the people affected will get compensation sooner than they could have if the case went to trial. The Class Representatives and their attorneys think the Settlement is best for all Class Members.

THE SETTLEMENT

5. What does the Settlement provide?

Under the Settlement, Dell will provide a \$50 Cash Benefit to each class member who submits a valid claim form. Class members may go to www.XXXX.com and follow the instructions there to submit a claim form online. Or, they may request a claim form from the Independent Claims Administrator at the telephone number or address in question 12, below. Claim forms must be submitted online or mailed to the Independent Claims Administrator and postmarked by XXXX[105 days after entry of Preliminary Approval Order]. Further instructions are found in question 13, below.

While Dell denies that it engaged in any deceptive advertising or violated any law, it acknowledges as part of the Settlement that it changed its methodology for consumer online advertising in response to issues raised by Plaintiffs.

Pursuant to the settlement, Dell has selected XXXX as the Independent Claims Administrator ("ICA") to handle claims. The ICA and Class Counsel will be available to handle Class Member questions concerning the settlement and the claims process. Dell will pay the ICA's notice and administration costs separately from monies paid to Class Members.

As part of the settlement, the parties have also agreed that, subject to the Court's final approval, the Plaintiffs shall be entitled to seek service awards of \$5,000 each in recognition of the amount of time and effort they expended in acting as Class Representatives. The parties also agreed that, subject to the Court's final approval, Class Counsel shall be entitled to seek an award of attorneys' fees and costs of up to \$7,000,000. The payment of service awards and attorneys' fees and costs is also separate from the payment to Class Members. Dell agreed not to oppose service awards up to \$5,000 and attorneys' fees and costs up to \$7,000,000.

6. Can Dell withdraw from the Settlement?

Yes. The settlement allows Dell to withdraw from the Settlement up until the time that the Settlement is approved by the Court and any appeals are complete if three percent or more of potential Class Members opt-out of the settlement.

The complete terms of the settlement are included in the Settlement Agreement, which is available at www.XXXX.com.

7. How much would my payment be?

Class Members who submit valid claim forms will receive a \$50 Cash Benefit (i.e. a check).

8. Can I opt out of the Settlement?

Yes. If you are a Class Member, you may exclude yourself from this case by sending a letter to the Independent Claims Administrator at the following address, postmarked by XXXX[75 days after entry of Preliminary Approval Order]:

ATTN: Brazil Settlement
[Name of ICA]
[Address]

Your letter must include the following:

- (a) Your full name and address;
- (b) A statement that you are a class member;
- (c) Your signature; and
- (d) A clear statement that you wish to be excluded from the Class.

If a Class Member's exclusion, or opt-out, request does not comply with these requirements, the Class Member will be bound by the terms of the Settlement Agreement.

If you exclude yourself from the Class, you will not be eligible to participate in any aspect of the Settlement.

WHO IS IN THE SETTLEMENT

To see if you can get benefits from this Settlement, you first have to determine if you are a Class Member.

9. How do I know if I am part of the Settlement?

The Court has decided that everyone who fits this description is a Class Member:

All individuals and entities in California who purchased a Dell-branded product identified below and advertised with an instant-off discount online from Dell's Home & Home Office segment during the time frame listed for that product:

Form	Model	Start Date	End Date
Desktop	Dimension B110	November 1, 2005	November 30, 2006
Desktop	Dimension C521	September 1, 2006	May 5, 2007
Desktop	Dimension E310	November 1, 2005	October 31, 2006
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Notebook	Inspiron 1720	June 1, 2007	June 25, 2007
Notebook	Inspiron 1721	June 1, 2007	June 25, 2007
Notebook	Inspiron 2200	October 1, 2005	January 31, 2006
Notebook	Inspiron 6000	November 1, 2005	March 31, 2006
Notebook	Inspiron 600m	November 1, 2005	March 31, 2006
Notebook	Inspiron 700m	November 1, 2005	March 31, 2006
Notebook	Inspiron 710m	February 1, 2006	August 31, 2006
Notebook	Inspiron 9300	November 1, 2005	March 31, 2006
Notebook	Inspiron B120	November 1, 2005	May 31, 2006
Notebook	Inspiron B130	December 1, 2005	January 31, 2007
Notebook	Inspiron E1405	March 1, 2006	June 28, 2007
Notebook	Inspiron E1505	March 1, 2006	June 28, 2007
Notebook	Inspiron E1705	March 1, 2006	June 28, 2007

Individuals and entities who purchased an above-listed product on a listed date without an instant-off discount (e.g. those who paid the full list price, were eligible for or received a mail-in-rebate, or received advertised free hardware or upgraded hardware included in the purchase price without an instant-off discount) are not part of the Settlement Class.

10. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) Dell, any entity in which Dell has a controlling interest, and its legal representatives, officers, directors, employees, assigns and successors; (2) retailers, wholesalers, and other individuals or entities that purchased listed Dell products for resale; (3) the United States government and any agency or instrumentality thereof; (4) the judge to whom this case is assigned and any member of the judge's immediate family; and (5) persons who timely and validly opt to exclude themselves from the Settlement Class.

11. Are businesses included?

Yes. However, retailers, wholesalers, and other individuals or entities may *not* receive a settlement benefit related to any computer that they purchased for resale.

12. I’m still not sure I’m included.

If you are not sure whether you are included, you can get help by calling toll free 1-800-XXX-XXX-XXXX, visiting www.XXXX.com, or writing with questions to Independent Claims Administrator, [Name of ICA], [Address].

HOW TO GET A PAYMENT

13. How can I get a payment?

To receive the \$50 Cash Benefit, you must submit a valid claim form. You may submit a claim form online at www.XXXX.com or request a claim form from the ICA at the telephone number or address in question 12 above.

To be valid, a claim form must be submitted online or mailed to the Independent Claims Administrator and be postmarked by XXXX[105 days after entry of Preliminary Approval Order], and must properly identify the customer as a Class Member, provide his/her current mailing address, and confirm that the Class Member purchased a Dell-branded product during the class period pursuant to an instant-off discount.

Claim forms will not be accepted if submitted online or postmarked after XXXX[105 days after entry of Preliminary Approval Order].

14. When would I get my payment?

You will be paid shortly after (and if) the court approves the Settlement and there is a Final Order and Judgment in the lawsuit. The Court will hold a hearing on XXXX[date] to decide whether to approve the Settlement. (See “The Court’s Fairness Hearing” on page 8.) If there is an appeal, you will not be paid until after any appeal is favorably resolved.

CLASS COUNSEL

15. Do I have a lawyer in this case?

The Court appointed Chad Brazil and Steven Seick as Class Representatives. The Court appointed the following law firms and/or organizations to represent you as Class Counsel: Lief Cabraser Heimann & Bernstein and the Law Offices of Angelo Salvatore Parise. Their contact information is below:

ATTORNEYS

Counsel for the Class:

LIEFF CABRASER HEIMANN & BERNSTEIN

Michael W. Sobol

275 Battery St., 29th Floor

San Francisco, CA 94111-3343

(415) 956-1000

msobol@lchb.com

LAW OFFICES OF ANGELO SALVATORE PARISE

Daniel M. Hattis

16870 West Bernardo Dr., Suite 400
San Diego, CA 92127
(858) 674-6660
dhattis@pariselaw.com

You do not have to pay Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense to “appear” for you in Court.

OBJECTING TO THE SETTLEMENT

If you are a Class Member and have not excluded yourself from the Class, you can tell the Court that you don’t agree with the Settlement and/or Class Counsel’s application for an award of attorneys’ fees and costs and/or service awards to the Representative Plaintiffs. The Court’s determination of the whether to approve the Settlement is separate from its award of attorneys’ fees and service awards.

16. How do I tell the Court that I don’t like the Settlement?

To object, you must send your objection to the Court and the attorneys for both sides. Be sure to include the full name of the case and the case number (Brazil, et al. v. Dell Inc., et al., Case Number 5:07-cv-01700-RMW), your name, address, telephone number, signature, information reasonably identifying yourself as a class member, and the reasons why you object to the Settlement. Send a copy of your objection to all three of the addresses listed below. Your objection must be postmarked no later than XXXX[75 days after entry of Preliminary Approval Order].

COURT

Clerk of the Court
United States District Court for the Northern District of California, San Jose Division
Robert F. Peckham Federal Building
280 South 1st Street
San Jose, CA 95113

ATTORNEYS

Counsel for the Class:

LIEFF CABRASER HEIMANN & BERNSTEIN
Michael W. Sobol
275 Battery St., 29th Floor
San Francisco, CA 94111-3343
(415) 956-1000
msobol@lchb.com

Counsel for Dell:

REEVES & BRIGHTWELL LLP
Sinead O’Carroll
221 W. 6th Street, Suite 1000
Austin, TX 78701
(512) 334-4500
socarroll@reevesbrightwell.com

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to. You may also appear at the hearing through an attorney of your own choosing, whom you hire at your own expense.

17. When and where will the Court decide whether to approve the Settlement?

The Court has scheduled a Fairness Hearing at XXXX a.m. on XXXX[date] at the Robert F. Peckham Federal Building, 280 South 1st Street, San Jose, CA 95113. 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 will listen to people who have asked to speak at the hearing. After the hearing, the Court will make its decisions. We do not know how long this will take.

18. What else will be decided after the hearing?

At the Fairness Hearing, Class Counsel will ask the Court to approve payment of their fees and costs described above. The Court will also consider the request for service awards to the Class Representatives.

If the Court approves the Settlement, Dell and related entities will be released from any legal claims brought by Class Members related to the claims in this case, with the exception of personal injury or wrongful death claims.

19. Do I have to come to the hearing?

No. Class Counsel will answer questions that the Court may have, but you are welcome to come to the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. You may also pay your own lawyer to attend, but it's not necessary.

20. May I speak at the hearing?

If you object to the Settlement and you have not excluded yourself from the Class, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include a "Notice of Intention to Appear" with your written Objection sent to the addresses listed above in question 17. The Notice of Intention to Appear should be on a separate sheet of paper with the full name of the case and the case number (Brazil, et al. v. Dell Inc., et al., Case Number 5:07-cv-01700-RMW), your name, address, telephone number, and signature. You may send your Notice of Intention to Appear in the same envelope as your Objection to the Settlement.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will not get a payment from this Settlement. To be eligible to receive a cash benefit, you need to submit a valid claim form by XXXX[105 days after entry of Preliminary Approval Order]. If you do not exclude yourself from the Class as outlined in question 8 above, you cannot sue Dell or related entities with claims that relate to those in this case.

GETTING MORE INFORMATION

22. Are there more details about the Settlement?

Yes. This notice summarizes the proposed Settlement. More details are in a longer Settlement Agreement that you can get at www.XXXX.com, by calling 1-XXX-XXX-XXXX, or by writing to: Brazil Settlement, [ICA], [Address].

23. How do I get more information?

If you have questions, visit www.XXXX.com, call toll free 1-XXX-XXX-XXXX, or write to Brazil Settlement, [ICA], [Address].

PLEASE DO NOT CALL OR DIRECT ANY INQUIRIES TO THE COURT.

Key Dates

Deadline to send a letter clearly stating that you wish to be excluded from the Class	Must be postmarked or received by XXXX[75 days after entry of Preliminary Approval Order]
Deadline to send a letter stating that you object to this proposed Settlement	Must be postmarked or received by XXXX[75 days after entry of Preliminary Approval Order]
Court's Fairness Hearing	XXXX[date]
Deadline to send in a claim form	Must be postmarked or submitted on-line by XXXX[105 days after entry of Preliminary Approval Order]

EXHIBIT D

**NOTICE OF PENDENCY OF
CLASS ACTION AND PROPOSED SETTLEMENT**

CHAD BRAZIL and STEVEN SEICK, on
behalf of themselves and all others similarly
situated,
Plaintiffs,

Case No. 5:07-01700-RMW

vs.

DELL INC., and DOES 1 Through 10,
Defendants

Notice PIN#: _____

THIS SUMMARY NOTICE ADVISES YOU OF A PROPOSED CLASS ACTION
SETTLEMENT WITH DELL INC.
THIS NOTICE MAY AFFECT YOUR LEGAL RIGHTS.
PLEASE READ IT CAREFULLY.

Dell's records indicate that you may be a settlement class member in Brazil, et al. v. Dell Inc., et al., United States District Court, Northern District of California, Case No. 5:07-cv-01700-RMW due to your purchase of a certain Dell-branded product during the class period. If your purchase was made pursuant to an advertised instant-off discount and you submit a valid claim form by XXXX [105 days after entry of Preliminary Approval Order], you will receive a \$50 Cash Benefit if the settlement is approved. To determine if you are a class member, please refer to the "Settlement Class" definition in the notice described below.

You may submit a claim form online by clicking on this link and following the instructions there: www.XXXX.com, or you may request a claim form from the Independent Claims Administrator at the telephone number or address below and submit it by mail. **The PIN# above will assist in making your claim.**

The proposed settlement resolves claims that Dell advertised false instant-off discounts from represented former prices. While Dell denies wrongdoing or liability of any kind associated with the claims brought by Plaintiffs, Dell has agreed to settle the case for the sole purpose of avoiding the uncertainties, expenses, and time of further litigation.

To exclude yourself from this settlement, or to object to the settlement, you must follow the instructions in the notice described below. The deadline to opt out of the settlement class or submit any objections is XXXX [75 days after entry of Preliminary Approval Order]. If you opt out of the class, you may NOT file a claim, and you will not receive any compensation under the settlement. If you do not opt out of the class, you will be bound by the settlement and will release any and all claims that you may have against the Dell for the conduct at issue in this

lawsuit. The Court will hold a final fairness hearing to decide whether to approve the proposed settlement on XXXX [date], at XXXX a.m., at the United States District Court, located at 280 South 1st Street, San Jose, CA 95113. See further details on the settlement website by clicking this link: www.XXXX.com.

This notice is authorized by the United States District Court, Northern District of California and is only a summary of the settlement. The full Notice of Pendency of Class Action and Proposed Settlement, which provides additional information regarding the claims asserted in this case, this settlement, the Settlement Class definition, the relief available to and rights of Class Member, and Class Counsel's application for an award of attorneys' fees, expenses and costs in the amount of \$7 million, and service awards in the amount of \$5,000 for each Representative Plaintiff, is available at www.XXXX.com or from the Independent Claims Administrator at XXXX or toll free at 1-XXX-XXX-XXXX.

This email was sent from an email address that does not accept replies.

The United States District Court for the Northern District of California has ordered that this email notice be sent. If you wish to UNSUBSCRIBE from future email messages from the Independent Claims Administrator with regard to this settlement, please reply to: XXXX [unsubscribe email address] from the email address to which this notice was sent.

EXHIBIT E

**NOTICE OF PENDENCY OF
CLASS ACTION AND PROPOSED SETTLEMENT**

CHAD BRAZIL and STEVEN SEICK, on
behalf of themselves and all others similarly
situated,
Plaintiffs,

Case No. 5:07-01700-RMW

vs.

DELL INC., and DOES 1 Through 10,
Defendants

Notice PIN#: _____

THIS SUMMARY NOTICE ADVISES YOU OF A PROPOSED CLASS ACTION
SETTLEMENT WITH DELL INC.

THIS NOTICE MAY AFFECT YOUR LEGAL RIGHTS.

PLEASE READ IT CAREFULLY.

Dell's records indicate that you may be a settlement class member in Brazil, et al. v. Dell Inc., et al., United States District Court, Northern District of California, Case No. 5:07-cv-01700-RMW due to your purchase of a certain Dell-branded product during the class period. If your purchase was made pursuant to an advertised instant-off discount and you submit a valid claim form by XXXX [105 days after entry of Preliminary Approval Order], you will receive a \$50 Cash Benefit if the settlement is approved. To determine if you are a class member, please refer to the "Settlement Class" definition in the notice described below.

You may submit a claim form online by clicking on this link and following the instructions there: www.XXXX.com, or you may request a claim form from the Independent Claims Administrator at the telephone number or address below and submit it by mail. **The PIN# on the reverse side of this postcard will assist in making your claim.**

The proposed settlement resolves claims that Dell advertised false instant-off discounts from represented former prices. While Dell denies wrongdoing or liability of any kind associated with the claims brought by Plaintiffs, Dell has agreed to settle the case for the sole purpose of avoiding the uncertainties, expenses, and time of further litigation.

To exclude yourself from this settlement, or to object to the settlement, you must follow the instructions in the notice described below. The deadline to opt out of the settlement class or submit any objections is XXXX [75 days after entry of Preliminary Approval Order]. If you opt out of the class, you may NOT file a claim, and you will not receive any compensation under the settlement. If you do not opt out of the class, you will be bound by the settlement and will release any and all claims that you may have against the Dell for the conduct at issue in this

lawsuit. The Court will hold a final fairness hearing to decide whether to approve the proposed settlement on XXXX [date], at XXXX a.m., at the United States District Court, located at 280 South 1st Street, San Jose, CA 95113. See further details on the settlement website by clicking this link: www.XXXX.com.

This notice is authorized by the United States District Court, Northern District of California and is only a summary of the settlement. The full Notice of Pendency of Class Action and Proposed Settlement, which provides additional information regarding the claims asserted in this case, this settlement, the Settlement Class definition, the relief available to and rights of Class Member, and Class Counsel's application for an award of attorneys' fees, expenses and costs in the amount of \$7 million, and service awards in the amount of \$5,000 for each Representative Plaintiff, is available at www.XXXX.com or from the Independent Claims Administrator at XXXX or toll free at 1-XXX-XXX-XXXX.

EXHIBIT F

[NOTICE TO BE PUBLISHED AT 1/8th PAGE SIZE]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

CHAD BRAZIL and STEVEN SEICK, on behalf of Case No. 5:07-01700-RMW
themselves and all others similarly situated,
Plaintiffs,

vs.

DELL INC., and DOES 1 Through 10,
Defendants

**NOTICE OF PENDANCY OF CLASS ACTION AND PROPOSED
SETTLEMENT**

1. A settlement has been proposed in this class action lawsuit that could affect your legal rights. Read this publication carefully.

2. If you are an individual or entity in California who purchased certain Dell-branded products advertised with instant-off discounts online through Dell's Home & Home Office segment during certain time periods, then you may be a Class Member, and the proposed settlement will affect your legal rights. To determine if you are a Class Member, please refer to the "Settlement Class" definition in the notice described below and found at: [web address].

3. If the settlement is approved, Class Members who submit a valid claim form will be entitled to a Cash Benefit of \$50 in the form of a check. You must submit a valid claim form by XXXX [105 days after entry of Preliminary Approval Order] to seek payment. You may submit a claim form online at www.XXXX.com, or you may request a claim form from the Independent Claims Administrator at: _____.[ADD address and TEL NUMBER] and mail it in.

4. The proposed settlement resolves claims that Dell advertised false instant-off discounts from represented former prices. While Dell denies any wrongdoing or liability of any kind associated with the claims brought by Plaintiffs, Dell has agreed to settle the case for the sole purpose of avoiding the uncertainties, expenses, and time of further litigation.

5. To exclude yourself from this settlement or object to the settlement, you must follow the instructions in the notice described below. The deadline to opt out of the settlement class or submit any objections is XXXX [75 days after entry of Preliminary Approval Order]. If you opt out of the class, you may NOT file a claim, and you will not receive any compensation under the settlement. If you do not opt out of the class, you will be bound by the settlement and will release any and all claims that you may have against Dell for the conduct at issue in this lawsuit. The Court will hold a final fairness hearing to decide whether to approve the proposed settlement on XXXX [date], at XXXX a.m., at the United States District Court, located at 280 South 1st Street, San Jose, CA 95113.

6. This is only a summary of the settlement. The full Notice of Pendency of Class Action and Proposed Settlement, which provides additional information regarding the claims asserted in this case, this settlement, the Settlement Class definition, the relief available to and rights of Class Members, and Class Counsel's application for an award of attorneys' fees, expenses and costs in the amount of \$7 million, and services awards in the amount of \$5,000 for each Representative Plaintiff, is available at [web address] or from the Independent Claims Administrator at the address and phone number above.

EXHIBIT G

1 Michael W. Sobol (State Bar No. 194857)
Roger N. Heller (State Bar No. 215348)
2 Allison S. Elgart (State Bar No. 241901)
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
3 275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
4 Telephone: (415) 956-1000
Facsimile: (415) 956-1008

5
6 Rachel Geman (NY Bar No. RG 0998) (*Pro Hac Vice*)
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
250 Hudson Street, 8th Floor
7 New York, NY 10013-1413
Telephone: (212) 355-9500
8 Facsimile: (212) 355-9592

9 Daniel M. Hattis (State Bar No. 232141)
Angelo Salvatore Parise (State Bar No. 165690)
10 LAW OFFICES OF ANGELO SALVATORE PARISE
16870 West Bernardo Drive, Suite 400
11 San Diego, CA 92127
Telephone: (858) 674-6660
12 Facsimile: (858) 674-6661

13 *Attorneys for Plaintiffs*

14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA
16

17 CHAD BRAZIL and STEVEN SEICK,
18 individually and on behalf of all others
similarly situated,

19 Plaintiffs,

20 v.

21 DELL INC. and Does 1-10,

22 Defendant.
23

Case No. C-07-01700 RMW

**STIPULATION UNDERTAKING RE:
ATTORNEYS' FEES AND COSTS**

24
25 Plaintiffs Chad Brazil and Steven Seick and Defendant Dell Inc. ("the Parties"), by and
26 through their undersigned counsel stipulate and agree as follows:

27 WHEREAS, Class Counsel (as defined in the underlying Settlement Agreement) and their
28 respective law firms desire to give an undertaking for repayment of their award of attorney fees

1 and costs (“Undertaking”), as is required by the Settlement Agreement, NOW, THEREFORE,
2 each of the undersigned Class Counsel, on behalf of themselves as individuals and as agents for
3 their respective law firms, hereby submit themselves and their respective law firms to the
4 jurisdiction of the Court for the purpose of enforcing the provisions of this Undertaking.

5 Capitalized terms used herein without definition have the meanings given to them in the
6 Settlement Agreement.

7 The obligations of Class Counsel and their respective law firms are joint and several.

8 Dell Inc. (hereinafter “Dell”) will pay Class Counsel the full amount of the attorney fees
9 and costs provided in the Settlement Agreement within twenty (20) days of the Final Order and
10 Judgment.

11 In the event that the Final Order and Judgment is reversed on appeal, Class Counsel shall,
12 within ten (10) business days after the order reversing the Final Order and Judgment becomes
13 final, repay to Dell the full amount of the attorney fees and costs paid by Dell to Class Counsel
14 and the service awards paid to named plaintiffs, including any accrued interest.

15 In the event that the Final Order and Judgment is modified on appeal, in whole or in part,
16 but not reversed, Class Counsel shall, within five (5) business days after the order modifying the
17 Final Order and Judgment becomes final, meet and confer with Dell about whether and how
18 much of the attorney fees and costs paid by Dell to Class Counsel and the service awards paid to
19 named plaintiffs, including any accrued interest, must be repaid. If the parties agree on an
20 amount, Class Counsel are required to repay to Dell such amount within (10) business days. If the
21 parties do not agree, they will first bring the matter for mediation to Randall Wulff, if he is
22 reasonably available, or to another agreed upon mediator if he is not, and, failing a resolution,
23 submit the issue to the Court for decision.

24 In the event the Final Order and Judgment is not reversed on appeal, in whole or in part,
25 but the attorney fees and costs awarded by the Court are vacated or modified on appeal, Class
26 Counsel shall, within ten (10) business days after the order vacating or modifying the award of
27 attorney fees and costs becomes final, repay to Dell the attorney fees and costs paid by Dell to
28 Class counsel in the amount vacated or modified, including any accrued interest.

1 This Undertaking and all obligations set forth herein shall expire upon finality of the Final
2 Order and Judgment, including the deadline of taking any appeal or writ of certiorari and the
3 resolution of any appeal or writ of certiorari taken.

4 In the event Class Counsel fails to repay to Dell any of attorneys' fees and costs and/or
5 service awards that are owed to it pursuant to this Stipulated Undertaking, the Court shall, upon
6 application of Dell and notice to Class Counsel, summarily issue orders, including but not limited
7 to judgments and attachment orders against each Class Counsel, and may make appropriate
8 findings for sanctions for contempt of court.

9 The undersigned stipulate, warrant and represent that they have both actual and apparent
10 authority to enter into this stipulation, agreement and undertaking on behalf of their respective
11 law firms or organizations.

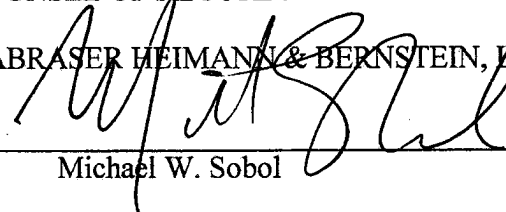
12 This Undertaking may be executed in one or more counterparts, each of which shall be
13 deemed an original but all of which together shall constitute one and the same instrument.
14 Signatures by facsimile shall be as effective as original signatures.

15 The undersigned declare under penalty of perjury under the laws of the State of California
16 and the United States that they have read and understand the foregoing and that it is true and
17 correct.

18 IT IS SO STIPULATED THROUGH COUNSEL OF RECORD:

19 Dated: 5.27.11

LIEFF CABRASER HEIMANN & BERNSTEIN, LLP

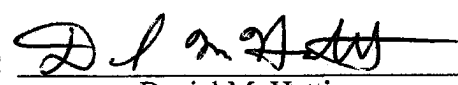
20 By: 

21 Michael W. Sobol

22 *Class Counsel*

23 Dated: 5/27/11

LAW OFFICES OF ANGELO SALVATORE
PARISE

24 By: 

25 Daniel M. Hattis

26 *Class Counsel*

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Dated: 5/26/11

DELL INC.

By: Mary Pape
Mary Pape

Litigation Counsel

Dated: _____

FARELLA BRAUN & MARTEL LLP

By: _____
Douglas R. Young

Counsel for Dell Inc.

Dated: _____

REEVES & BRIGHTWELL LLP

By: _____
Kim Brightwell

Counsel for Dell, Inc.

[PROPOSED] ORDER

The Court has considered the above Stipulation and finds that it is in the interests of all Parties and in service of judicial economy and efficiency. Therefore,

IT IS SO ORDERED this ____ day of _____, 2011.

HON. RONALD M. WHYTE
UNITED STATES DISTRICT JUDGE

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Dated: _____

DELL INC.

By: _____
Mary Pape

Litigation Counsel

Dated: May 25, 2011

FARELLA BRAUN & MARTEL LLP

By: *Douglas R. Young*
Douglas R. Young

Counsel for Dell Inc.

Dated: _____

REEVES & BRIGHTWELL LLP

By: _____
Kim Brightwell

Counsel for Dell, Inc.

[PROPOSED] ORDER

The Court has considered the above Stipulation and finds that it is in the interests of all Parties and in service of judicial economy and efficiency. Therefore,

IT IS SO ORDERED this ____ day of _____, 2011.

HON. RONALD M. WHYTE
UNITED STATES DISTRICT JUDGE

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Dated: _____

DELL INC.

By: _____

Mary Pape

Litigation Counsel

Dated: _____

FARELLA BRAUN & MARTEL LLP

By: _____

Douglas R. Young

Counsel for Dell Inc.

Dated: May 26, 2011

REEVES & BRIGHTWELL LLP

By: _____

Kim Brightwell

Counsel for Dell, Inc.

[PROPOSED] ORDER

The Court has considered the above Stipulation and finds that it is in the interests of all Parties and in service of judicial economy and efficiency. Therefore,

IT IS SO ORDERED this ____ day of _____, 2011.

HON. RONALD M. WHYTE
UNITED STATES DISTRICT JUDGE