

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE SONY CORP. SXRDR REAR
PROJECTION TELEVISION
MARKETING, SALES PRACTICES &
PRODUCTS LIABILITY LITIGATION

No. 09-MD-2102 (RPP)

ECF CASE

SABRINA CARDENAS, on behalf of herself
and all similarly situated persons,

Plaintiff,

v.

SONY CORPORATION OF AMERICA,
SONY ELECTRONICS INC., and SONY
CORP.,

Defendants.

No. 09-CV-8652 (RPP)

A federal court authorized this notice. This is not a solicitation from a lawyer.

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

YOU MAY BE ENTITLED TO RECEIVE THE BENEFITS OF A CLASS ACTION SETTLEMENT IF YOU PURCHASED OR RECEIVED AS A GIFT A SONY SXRDR REAR PROJECTION HIGH DEFINITION TELEVISION MODEL NUMBER KDS-R60XBR2, KDS-R70XBR2, KDS-50A2000/2020/3000, KDS-55A2000/2020/3000, KDS-60A2000/2020/3000, OR KDS-70Q006 (THE "TELEVISIONS")

As described in detail below, the Settlement of this class action Lawsuit provides for Sony to offer the following benefits:

- (1) an extension of the termination date of Sony's limited warranty to provide in-home service on the optical blocks of all KDS-50A2000, KDS-55A2000, KDS-60A2000, KDS-R60XBR2, KDS-R70XBR2, and KDS-70Q006 televisions from June 30, 2010, until August 31, 2010; an extension of the termination date of Sony's limited warranty to provide in-home service on the optical blocks of all KDS-50A2020, KDS-55A2020 and KDS-60A2020 televisions from June 30,

2010, until December 31, 2010; an extension of the termination date of Sony's limited warranty to provide in-home service on the optical blocks of all KDS-50A3000, KDS-55A3000 and KDS-60A3000 televisions from June 30, 2011, until July 31, 2011 (collectively, the "Warranty Extension");

- (2) the refund of expenses incurred to replace the optical block in your Television prior to the expiration of the Warranty Extension for your television outlined above;
- (3) the refund of money paid after October 1, 2008, for an extended service plan for your Television from Sony or its extended service plan provider, Service Net Solutions, and cancellation of that extended service plan, if you so choose;
- (4) the refund of money paid to Sony for the exchange of your Television for a different XBR2, A2000, A2020, or A3000 SXR model television, if you required more than one repair of the optical block in your Television;
- (5) **SOME CUSTOMERS HAVE REPORTED EXPERIENCING MORE THAN ONE FAILURE WITH RESPECT TO THEIR OPTICAL BLOCK AND ITS REPLACEMENT. THERE IS NO GUARANTEE OR REPRESENTATION BY SONY IN THIS SETTLEMENT THAT ORIGINAL OR REPLACED TELEVISION OPTICAL BLOCKS WILL OPERATE ERROR-FREE OR LAST FOR ANY SPECIFIC PERIOD OF TIME. UNDER THIS SETTLEMENT, SONY AGREES TO REPLACE AT NO CHARGE VIA IN-HOME SERVICE ANY OPTICAL BLOCKS THAT FAIL DURING THE WARRANTY TIME PERIODS SPECIFIED FOR EACH TELEVISION MODEL AS EXTENDED. THE LIMITED WARRANTY ON ANY REPLACEMENT OPTICAL BLOCK SHALL HAVE A DURATION OF EITHER (A) THE LIMITED WARRANTY EXTENSION DATE PROVIDED BY THIS SETTLEMENT FOR EACH MODEL OR (B) NINETY (90) DAYS AFTER REPAIR OR REPLACEMENT, WHICHEVER IS LATER; and,**
- (6) The Settlement includes people who purchased or received as gifts the following Televisions: KDS-R60XBR2, KDS-R70XBR2, KDS-50A2000/2020/3000, KDS-55A2000/2020/3000, KDS-60A2000/2020/3000, and KDS-70Q006. However, if the Court determines that those who purchased or received as gifts the KDS-70Q006 television should be taken out of this Settlement, the KDS-70Q006 will no longer be a part of the Settlement or the Class. If those who purchased or received as gifts a KDS-70Q006 television are no longer part of the Settlement, they will not release or give up their rights to pursue legal action against Sony nor will they be entitled to receive the benefits identified in this Notice and under the Settlement.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be included in the Settlement and will receive the extended warranty benefit provided by the Settlement. To obtain additional Settlement benefits, you must submit certain forms and documents described in this Notice.
SUBMIT CLAIM FORM	This is the only way to obtain a refund of any expenses you incurred to replace the optical block in your Television or to purchase an extended service plan for your Television from Sony or its extended service plan provider, Service Net Solutions. The deadlines and procedures for the submission of these forms are described in this Notice.
EXCLUDE YOURSELF	You will not receive the benefits provided by this Settlement. This is the only option that allows you to be part of an individual lawsuit against Sony about the facts and legal claims in this case. Requests for exclusion must be postmarked on or before July 23, 2010.
BE HEARD OR OBJECT	Write to the Court about why you like or don't like the Settlement. Statements in support of or objection to the Settlement must be postmarked on or before July 23, 2010.
GO TO HEARING	Attend a hearing before the Court about the fairness of the Settlement, currently scheduled to occur on August 13, 2010.

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

The Court has made no determination as to the fairness and reasonableness of the proposed Settlement. Such decision will be made by the Court after the fairness hearing scheduled to be held on August 13, 2010. The full benefits of the Settlement will not be provided unless and until the Court approves the Settlement and the Settlement becomes final according to its terms.

BASIC INFORMATION

1. Why Did I Receive this Notice? A class action lawsuit (the “Lawsuit”) was filed against Sony Electronics Inc. (“SEL”), Sony Corporation and Sony Corporation of America (collectively, “Sony”) concerning an alleged defect in the optical block of the SXRD rear projection high definition television model numbers KDS-R60XBR2, KDS-R70XBR2, KDS-50A2000, KDS-55A2000, KDS-60A2000, and KDS-60A2020, and alleging discolorations in the Televisions’ picture display. “Discolorations” means color anomalies in the picture display of the Televisions described in the Complaint, including, but not limited to, green blobs, yellow stains, green haze, yellow lines, a softer and washed out picture, lack of color uniformity, poorer rendition of dark colors, “blotchy” rendition of the color black, problems with “grayscale,” and convergence problems. The Lawsuit included claims against Sony for breach of warranties and violations of various consumer protection statutes; the law on these claims varies from state to state. Sony denies the existence of a defect and maintains it is not liable for the claims brought

in the Lawsuit. Nevertheless, in October 2008, Sony announced the extension of the warranties on the KDS-R60XBR2, KDS-R70XBR2, KDS-50A2000, KDS-55A2000 and KDS-60A2000 televisions from the original limited warranty of one year (two years for the optical block) from the date of purchase (which varies among Class Members) to June 30, 2010, approximately four years from the date of product release. In connection with signing a class-wide settlement term sheet with counsel for Plaintiff Sabrina Cardenas, Sony extended the warranties on the KDS-50A2020, KDS-55A2020, KDS-60A2020 televisions from the original limited warranty of one year (two years for the optical block) from the date of purchase (which varies among Class Members) to June 30, 2010, approximately four years from the date of product release, and on the KDS-50A3000, KDS-55A3000 and KDS-60A3000 televisions from the original limited warranty of one year (two years for the optical block) from the date of purchase (which varies among Class Members) to June 30, 2011, approximately four years from the date of product release, and later granted further extensions as part of the final Settlement. This Notice of Settlement relates to warranty extensions in addition to those previously publicly announced by Sony (as described above), as well as other settlement terms described in Paragraph 5 below. A defect in your Sony television may already be covered by these earlier warranty extensions.

You received this Notice because you have been identified from Sony's records as a person who may have purchased a Television or received a Television as a gift. The Court where this Lawsuit is pending directed that you be sent this Notice because you have a right to know about the proposed Settlement of the Lawsuit, and about your options, before the Court decides whether to approve the Settlement (the "Settlement" or "Settlement Agreement"). If the Court approves the Settlement and the Settlement becomes final, Sony will provide all of the benefits described below to persons in the Class to settle the claims in the Lawsuit. This Notice explains the Lawsuit, the Settlement, and your legal rights. The Court in charge of the case is the United States District Court for the Southern District of New York, and the case is known as *In re Sony Corp. SXRDRear Projection Television Marketing, Sales Practices & Products Liability Litigation*, Case No. 09 MD 2102 (RPP).

2. What Is This Lawsuit About? The Complaint in the Lawsuit asserts that the Televisions contain a characteristic, inherent, and latent defect in a component known as the optical block that causes green blobs, yellow stains, green haze, yellow lines and other Discolorations to be displayed on the screens. Sony denies any wrongdoing in connection with the claims in the Lawsuit and the Court has not made any ruling on the validity of those claims.

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

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

THE SETTLEMENT BENEFITS — WHAT YOU GET

5. What Does the Settlement Provide and How Do I Get It? The full terms of the Settlement are on file with the Court and available for you to review at <http://www.sony.com/sxrd2settlement>. This is a summary of what Sony will provide to you, and what you need to do to get it, as a result of the Settlement.

A. Warranty Extension. SEL will extend its manufacturer’s limited warranty with in-home service on the optical block of all the KDS-50A2000, KDS-55A2000, KDS-60A2000, KDS-R60XBR2, KDS-R70XBR2, and KDS-70Q006 Televisions from June 30, 2010 until August 31, 2010. SEL will extend its manufacturer’s limited warranty with in home service on the optical block of the KDS-50A2020, KDS-55A2020 and KDS-60A2020 televisions from June 30, 2010 until December 31, 2010. Finally, SEL will extend its manufacturer’s limited warranty with in home service on the optical block of the KDS-50A3000, KDS-55A3000 and KDS-60A3000 televisions from June 30, 2011 until July 31, 2011 (collectively, the “Warranty Extension”). All other terms of Sony’s limited warranty will continue to apply. You do not need to do anything to get this Warranty Extension. If you opt out of the Settlement by requesting exclusion, you will not receive this Warranty Extension, as more fully described below in Paragraph 8.

B. Warranty Fulfillment Benefits. After the Settlement becomes final and until the Warranty Extension is over, SEL will maintain a dedicated information webpage located at the Televisions’ model home pages on www.sony.com/tvsupport. For the duration of the Warranty Fulfillment Period, SEL will also maintain a dedicated toll-free telephone number, available at www.sony.com/tvsupport, for Settlement Class members to obtain a telephone diagnosis and, if necessary, warranty repair with respect to the Warranty Extension. SEL will create, train and maintain during the Warranty Fulfillment Period a dedicated team of technical representatives to handle telephone calls to the dedicated toll-free telephone number under the Warranty Extension to: (i) diagnose any necessary repairs over the telephone; (ii) arrange as necessary for parts shipments, including the shipment of optical blocks, if necessary, as soon as practical after the telephone diagnosis; and (iii) arrange in-home service calls. If you contact Sony through the dedicated toll-free telephone number after the Settlement becomes final because you experience Discolorations during your warranty period as extended, and (a) SEL is unable to ship a necessary replacement optical block, if necessary, within 14 days following the initial telephone diagnosis by SEL, or (b) after obtaining—or having already obtained—one repair of the optical block require another such repair during the Warranty Extension, you continue to experience Discolorations, SEL will give you the option of another optical block repair or a check as follows as an accommodation: \$200 for 50A2000/A2020/A3000; \$250 for 55A2000/A2020/A3000; \$300 for 60A2000/A2020/A3000; \$350 for 60XBR2; \$400 for 70XBR2; and \$700 for 70Q006.

SEL will mail such checks within six to eight weeks after you notify SEL through its dedicated telephone number of the conditions set forth in this paragraph and request payment as opposed to a repair. You can waive the right to receive this money, if you are able to agree with SEL upon alternate terms that are mutually agreeable to both parties. SEL remains bound to all obligations under applicable law to have parts available and timely repair Televisions under the Warranty Extension.

C. Reimbursement of Expenses for Optical Block Repair. If, before the termination date of the Warranty Extension, you paid for a replacement of the optical block in your Television, including any money you paid to ship your Television to an authorized service center to repair the optical block, then SEL will reimburse these expenses.

How Can I Get This Reimbursement? To get your reimbursement for these repair expenses, you must submit a valid “proof of claim” within 180 days after the Settlement becomes final. To submit a valid proof of claim, you must send the settlement administrator: (i) a completed proof of claim form, in the form attached to this Notice, including your name, address, the serial number of your Television, and a written promise that you personally paid the charge for which you are seeking reimbursement and that this charge has not already been reimbursed by SEL; and (ii) a legible copy of receipt(s) showing the shipping and/or repair charge. The settlement administrator’s mailing address is listed on page 13 of this Notice. SEL will mail a reimbursement check to you within six to eight weeks after receipt of a valid proof of claim or six to eight weeks after the Settlement becomes final, whichever is later.

D. Refund of Certain Extended Service Plan Purchases. If, after October 1, 2008, and before the Settlement becomes final, you paid money to Sony or its extended service plan providers, Service Net Solutions, LLC or Service Net Solutions of Florida, LLC (collectively “Service Net Solutions”), for an extended service plan (sometimes called “extended warranty”) covering your Television, then you are entitled to receive a refund for what you paid and to cancel the plan. You can maintain your extended service plan, if you prefer, but then you will not be able to receive a refund.

How Can I Get This Refund and Cancel My Sony Extended Service Plan? If you purchased an extended service plan from Sony or Service Net Solutions during the time frame described above, then within five (5) weeks after the Settlement becomes final, SEL will mail to you a request for confirmation that you wish to cancel your extended service plan and receive a refund of money you paid to purchase that plan. To receive this refund, you must mail the signed request for confirmation to the settlement administrator within nine weeks after the Settlement becomes final. (The actual date by which the signed request for confirmation must be mailed to the settlement administrator will be printed on the request for confirmation). SEL will mail your refund check within six to eight weeks after receipt of your signed request for confirmation and will arrange to cancel your extended service plan upon the mailing of such a check. If you wish to keep your extended service plan, and not get a refund, don’t do anything when you receive the request for confirmation.

E. Reimbursement of Expenses For Certain SXR D Upgrades or Exchanges. If you require more than one optical block repair in your Television before the Settlement becomes final, SEL will reimburse you for any money you paid to Sony prior to the Settlement becoming

final in connection with Sony's customer service staff accommodating an exchange/ "upgrade" of your Television for a different XBR2, A2000, A2020, or A3000 SXR2 television. SEL has records of such payments, and will automatically refund any money that may be owed to you by mailing a check to you within six to eight weeks after the Settlement becomes final, or your warranty extension terminates, whichever is later.

F. Release of Sony. You are a member of the Class unless you elect to be excluded (as described below). If you do not request to be excluded from the Class and if the Settlement is approved by the Court, you will be entitled to the benefits described above, you will be bound by the final judgment in the Lawsuit, and you will also be releasing and discharging all Sony affiliated companies, including SEL (Sony Electronics Inc.), Sony Corporation and Sony Corporation of America, their employees, affiliates, parents, subsidiaries, predecessors, successors and assigns, with respect to any and all claims, demands, damages, debts, liabilities, accounts, costs, attorneys' fees, expenses, liens, actions, causes of action, suits, and losses of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, which you now have, own or hold, or at any time before ever had, owned or held, or could, shall or may hereafter have, own or hold, arising or which could be claimed to arise out of or in connection with, or related in any way to the optical block in your Television, the picture quality of your Television, or the Discolorations in the picture display of the Televisions described further in the Settlement Agreement, including but not limited to the allegations in the Complaint filed in the Lawsuit, including but not limited to claims based on any contract, fraud, agreement, common law rule, or state or federal statute. If you elect, under the terms of the Settlement, to retain your extended service plan instead of claiming a refund of the money paid to purchase that plan, you do not release your rights under the extended service plan purchased either from Sony or Service Net Solutions against SEL (Sony Electronics Inc.), Sony Corporation and Sony Corporation of America. Excepting the limited circumstance of retaining your rights under the extended service plan, you will otherwise not be allowed to start or participate in any lawsuit asserting claims about the optical block in your Television, the picture quality of your Television, or about the Discolorations in the picture display of the Televisions described further in the Settlement Agreement.

CALIFORNIA RESIDENTS

As a part of this release, you will be deemed to have expressly waived all rights under California Civil Code § 1542 (or any similar statute or common law rule), and to have done so understanding the significance of that waiver. Section 1542 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."**

IF YOU ARE A CITIZEN OF CALIFORNIA, AND YOU PURCHASED OR RECEIVED AS A GIFT A SONY KDS-R60XBR2, KDS-R70XBR2, KDS-50A2000, KDS-55A2000 OR KDS-60A2000 MODEL TELEVISION YOU SHOULD BE AWARE THAT THERE IS A PENDING CLASS ACTION LAWSUIT IN CALIFORNIA STATE COURT (WEAVER V. SONY ELECTRONICS, INC., SAN DIEGO SUPERIOR COURT CASE NO. 37-2009-00086048-CU-BT-CTL). YOU WILL BE EXCLUDED FROM, AND FOREGO

ANY RIGHTS YOU MIGHT HAVE UNDER, THE CALIFORNIA CLASS ACTION UNLESS YOU OPT OUT OF THIS LAWSUIT. THE CALIFORNIA CLASS ACTION SEEKS RELIEF UNDER CALIFORNIA CODE THAT MAY NOT BE AVAILABLE THROUGH THE *CARDENAS* OR *MESEROLE* ACTIONS. THE COURT IN THAT CASE HAS DENIED SONY'S MOTION TO DISMISS AND THE CASE IS NOW IN DISCOVERY.

The complete version of the Release is contained in the Settlement Agreement.

THE LAWYERS REPRESENTING YOU

6. Do I have a Lawyer in This Lawsuit? The Court appointed the law firm of Federman & Sherwood, who negotiated the settlement, as class counsel to represent members of the class. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense, but it is not necessary.

7. How Will the Lawyers be Paid? Class Counsel will ask the Court for payment of their attorneys' fees and the expenses that they have incurred in this Lawsuit, of up to \$625,000.00 ("Attorney Fees"). After the parties reached agreement on the terms of this Settlement, the amount of attorneys' fees was mediated with the assistance of the Honorable Glen Ashworth (Retired) in Dallas, Texas. SEL has agreed to pay up to this amount, which will not reduce the benefits made available to the Class under the Settlement. The Court, however, may award less than this amount. These Attorney Fees and reimbursement of expenses will only be paid by SEL if the Court grants final approval of the Settlement.

EXCLUDING YOURSELF ("OPTING OUT") FROM THE SETTLEMENT

If you don't want the right to receive the benefits from this Settlement, but instead want keep the right to sue or continue to sue Sony, on your own, about the facts and legal issues in this Lawsuit, then you must take steps to get out of this Lawsuit and Settlement. This is called excluding yourself, or is sometimes referred to as "opting out" of the Class. If you are a resident of California, see the section titled "California Residents" on page 7.

8. How Do I Get Out of the Settlement? To exclude yourself from the Class, you must mail a written request to Federman & Sherwood at the address listed below. The request for exclusion must state: (a) your full name and address; (b) the serial number of your Television (located at the rear of the Television); (c) the name of the Lawsuit, *In re Sony Corp. SXRDRear Projection Television Marketing, Sales Practices & Products Liability Litigation*; and (d) a statement that you wish to be excluded from the Settlement Class. You must mail your exclusion request postmarked no later than July 23, 2010, to:

Federman & Sherwood
Attn: Sony SXRDR II Settlement
10205 N. Pennsylvania Ave.
Oklahoma City, OK 73120

If you ask to be excluded, you will not get the benefits that Sony is making available in the Settlement, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this Lawsuit. You may be able to sue (or continue to sue) Sony for the same facts and legal issues alleged in this Lawsuit in the future, but there is no guarantee that you will win any benefit in such lawsuit. If you have a pending lawsuit against Sony, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* Class to continue your own lawsuit.

Remember, any request for exclusion must be postmarked no later than July 23, 2010.

THE RIGHT TO BE HEARD OR OBJECT

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

9. How Can I Tell the Court if I Like or Object to the Settlement? If you remain in the Class and wish to support or object to the Settlement or fee request, you may do so by mailing to the Clerk of the Court, as well as Class Counsel and Counsel for Sony, a written statement describing the specific reasons for your support or objection, together with any evidence or legal authority you believe supports your position. The statement should also contain the name of the action (*In re Sony Corp. SXRDRear Projection Television Marketing, Sales Practices & Products Liability Litigation*), your name, address, and the serial number of your Television (located at the rear of the Television). Your statement of support or objection must be postmarked on or before July 23, 2010, and sent to:

Clerk of the Court
United States District Court for the Southern
District of New York
500 Pearl Street
New York, New York 10007

Class Counsel

Federman & Sherwood
Attn: Sony SXRDR II Settlement
10205 N. Pennsylvania Ave.
Oklahoma City, OK 73120

Counsel for Sony

John S. Purcell
Richard I. Werder, Jr.
K. McKenzie Anderson
Quinn Emanuel Urquhart
& Sullivan, LLP
51 Madison Ave., 22nd Floor
New York, New York 10010

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

THE COURT'S FAIRNESS HEARING

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

11. When and Where Will the Fairness Hearing Take Place? The Court will hold the Fairness Hearing at 9:30 a.m. on August 13, 2010, at the United States District Court for the Southern District of New York, 500 Pearl Street, New York, New York, in Courtroom 24A. At this Hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The Court reserves the right to reschedule the Hearing without further notice to the Class.

COUNSEL FOR THE ORIGINAL PLAINTIFFS OBJECT TO THIS SETTLEMENT

This case is one of several cases filed against Sony that have been consolidated into a single action. The original case was filed on October 20, 2008, by the law firms Lax LLP, Milberg LLP, and Lange & Koncius, LLP. Those firms have filed additional identical complaints on behalf of the other plaintiffs, also in the Southern District of New York. Another firm, Reese Richman LLP, filed a near identical complaint in the Eastern District of New York on March 6, 2009. Counsel for Ms. Cardenas filed an almost identical complaint on June 18, 2009, in the Eastern District of Texas, and sought initially to represent only the residents of Texas. All related cases were transferred by MDL panel to the Southern District of New York for case management purposes. The attorneys who filed the original case do not support this Settlement, and have asked the Court to decline to approve it based upon their opinion that the Settlement is procedurally and substantively unfair to class members. The original attorneys and plaintiffs base their objection to the Settlement upon the fact that it was not negotiated with the counsel for plaintiffs who have been most involved in these proceedings, and also upon their opinion that the substantive terms of the Settlement are unfair because, among other things, they have formed the opinion that Sony's repairs to the Optical Block have not been shown to permanently correct the defect alleged in this case, and that the length of the warranty extension is insignificant and of insufficient value to justify ending this lawsuit. As a result, counsel for the original plaintiffs recommend that you carefully consider your options either to object to this Settlement by following the procedures in ¶9 or to exclude yourself from this Settlement by following the procedures set out in ¶8. Counsel opposing the Settlement will be heard at the Fairness Hearing scheduled for August 13, 2010, after which the Court must determine whether or not to approve the Settlement. You may discuss your options with Lax LLP, Milberg LLP, and Lange & Koncius, LLP, by calling (800) 320-5081.

The original complaint filed in this case by the law firms of Lax LLP, Milberg LLP, and Lange & Koncius LLP, was dismissed for, among other things, failure to plead facts demonstrating that Sony was aware of defects in the optical block in the models of televisions that are the subject of this lawsuit and because the warranty period had expired. In their amended complaint, counsel alleged that two confidential witnesses, former Sony employees, had stated that Sony was aware of the defects when it sold the models that were the focus of the amended complaint. When their testimony was taken, however, these confidential witnesses' testimony did not support the

statements attributed to them. The confidential witnesses also denied that they had knowledge that Sony knew of the defects in these models. When Sony challenged the accuracy of these allegations, they were withdrawn. Counsel for Meserole and the plaintiffs they are representing have since filed a new amended complaint, which does not contain these allegations but contains other allegations.

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

13. May I Ask to Speak at the Hearing? You may also ask to speak at the Hearing, either by yourself or through a lawyer at your own expense. If you or your lawyer intend to appear at the Hearing, you or your lawyer must notify the Court and include any other written materials to be presented to the Court, at: (a) the Clerk of the Court; (b) Class Counsel; and (c) Counsel for Sony, at the three addresses listed above. These materials must be postmarked on or before August 3, 2010. Remember, you cannot speak at the Hearing if you exclude yourself.

IF YOU DO NOTHING

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

GETTING MORE INFORMATION

This Notice is only intended to provide a summary of the Settlement. You may obtain the complete text of the Settlement at <http://www.sony.com/sxrd2settlement>, by writing to Class Counsel (at the address listed above), or from the court file, which is available for your inspection during regular business hours at the Office of the Clerk of the United States District Court for the Southern District of New York, 500 Pearl Street, New York, New York, under the Civil Action Number 09 Civ. 8652 (RPP).

THE FULL BENEFITS, CHECKS AND FEES DESCRIBED ABOVE WILL BE MADE AVAILABLE AND DISTRIBUTED ONLY IF THE COURT APPROVES THE SETTLEMENT AND THE SETTLEMENT BECOMES FINAL ACCORDING TO ITS TERMS. FOR CURRENT INFORMATION ON WHEN THE SETTLEMENT WILL BE FINAL ACCORDING TO ITS TERMS, GO TO WWW.SONY.COM/SXRD2SETTLEMENT OR CONTACT CLASS COUNSEL AT THE ADDRESS LISTED ABOVE.

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

PLEASE DO NOT CONTACT THE COURT WITH ANY QUESTIONS.

CLAIM FORM

YOU MUST FILL OUT AND SUBMIT THIS FORM TO OBTAIN REIMBURSEMENT FOR EXPENSES YOU INCURRED TO HAVE THE OPTICAL BLOCK IN YOUR TELEVISION REPLACED OR REPAIRED

You may receive reimbursement for out of pocket expenses you paid for: (1) repair or replacement of an optical block; and (2) any costs you incurred to ship your Television to an authorized service center to repair your Television's optical block. To receive this reimbursement, you must complete and submit this form.

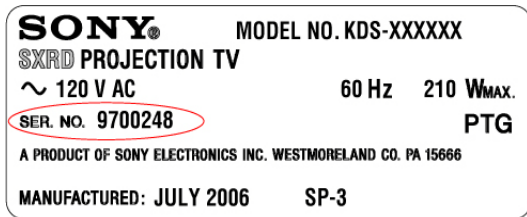
PART I. MY CONTACT INFORMATION

Name: _____

Street: _____

City: _____ State: _____ Zip: _____ - _____

Television Serial Number (located at the rear of the Television, as show in the picture below):



Amount of Money Requested for Reimbursement: _____

PART II. ATTESTATION

To receive reimbursement you must check all three boxes below to attest that you paid the charge for which you are seeking reimbursement, that you have not previously received reimbursement for this charge from Sony, and that you are a member of the Class in this Lawsuit. Check each box if you attest that the statement is true.

- A.** I paid the charge for which I am seeking reimbursement.
- B.** I did not previously receive reimbursement for this charge from Sony.
- C.** I purchased or received as a gift a Sony SXRD high definition television model KDS-R60XBR2, KDS-R70XBR2, KDS-50A2000/2020/3000, KDS-55A2000/2020/3000, KDS-60A2000/2020/3000, or KDS-70Q006. I am not a: (a) Sony employee; (b) person who acquired a Television for commercial use or resale; (c) claims aggregator; or (d) person who claims to be an assignee of rights associated with the Televisions.

TO BE VALID, YOU MUST MAIL: (1) THIS COMPLETED PROOF OF CLAIM; AND (2) A LEGIBLE COPY OF A RECEIPT SHOWING THE SHIPPING AND/OR REPAIR CHARGE TO THE FOLLOWING ADDRESS:

Sony Settlement Administrator
Sony Electronics Inc.
Attn: SXR2 Settlement Claims
12451 Gateway Boulevard
Fort Myers, FL 33913

YOU MUST MAIL THIS COMPLETED PROOF OF CLAIM NO LATER THAN 180 DAYS AFTER THE SETTLEMENT BECOMES FINAL ACCORDING TO ITS TERMS. FOR CURRENT INFORMATION ON WHEN THE SETTLEMENT WILL BECOME FINAL, PLEASE GO TO WWW.SONY.COM/SXR2SETTLEMENT. SONY WILL MAIL YOUR REIMBURSEMENT CHECK SIX TO EIGHT WEEKS AFTER THE LATER OF RECEIVING YOUR COMPLETED PROOF OF CLAIM OR THE DATE WHEN THE SETTLEMENT BECOMES FINAL.