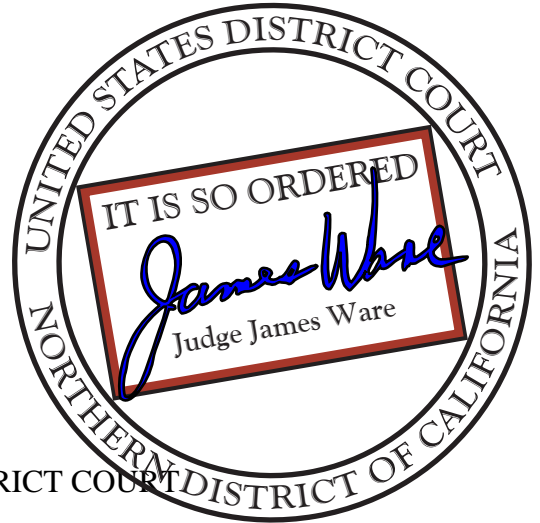


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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

IN RE ATI TECH. HDCP LITIGATION

Case No. 5:06-CV-01303-JW

This Document Relates to:  
ALL ACTIONS

*James Ware*  
**[PROPOSED] ORDER  
PRELIMINARILY APPROVING  
SETTLEMENT**

Hon. James Ware

Courtroom 8, 4th Floor

Upon review and consideration of the Settlement Agreement dated as of January 30, 2009 (“Agreement”), by and between Defendants ATI Technologies, Inc. (now known as ATI Technologies ULC), ATI Technologies Systems Corp., ATI Research Silicon Valley Inc., and ATI Research, Inc. (collectively “ATI” or “Defendants”), and Plaintiff Class Representatives Stanley Batsalkin and Kenny Vargas, both individually and on behalf of the Class (as defined below) in the above-captioned class action, and the exhibits attached thereto, it is hereby **ORDERED** as follows:





1 Notice and Claim Form shall also be published on the Notice and Claim Administrator's website  
2 at [www.aticlassaction.com](http://www.aticlassaction.com).

3 7. The Court approves, as to form and content, the Summary Notice annexed hereto  
4 as Exhibit 3 (the "Summary Notice"). Class Plaintiffs' Lead Counsel shall cause to be published  
5 the Summary Notice at least once in the United States editions of the following publications:  
6 3/10th page ad space in *Parade A*; 2/5th page ad space in *USA Weekend*; 1/2 page ad space in  
7 *Photoshop User*; 1/3rd page ad space in each of the following magazines: *GamePro*, *PC Gamer*,  
8 *Mac World*, *PC World*, *Popular Photography & Imaging*, and *Sound & Vision*. All of these  
9 publications will be carried out as soon after the date of this Order as is reasonably practicable,  
10 but no later than forty-five (45) days after entry of this Order.

11 8. Prior to the Settlement Hearing, Class Plaintiffs' Lead Counsel shall serve and file  
12 a sworn statement attesting to compliance with the provisions of paragraphs 6 and 7 of this Order.

13 9. The Court finds that the mailing, publication, and distribution of the Notice, Proof  
14 of Claim and Summary Notice substantially in the manner and form set forth herein constitutes  
15 the best notice practicable under the circumstances, including individual notice to all Class  
16 Members who can be identified through reasonable effort, and constitutes valid, due, and  
17 sufficient notice to all Persons entitled thereto, complying fully with the requirements of Rule 23  
18 of the Federal Rules of Civil Procedure and due process.

19 10. All reasonable costs and expenses incurred in identifying and providing notice to  
20 Class Members and in administering the Gross Settlement Fund shall be paid as set forth in the  
21 Agreement.

1 **THE RIGHT TO OPT OUT**

2 11. Class Members who wish to exclude themselves from the Class must do so in  
3 accordance with the instructions contained in the Notice by **August 10, 2009**.

4 12. Unless otherwise ordered by the Court, all Persons who fall within the definition  
5 of the Class and who do not timely and validly request to be excluded from the Class in  
6 accordance with the instructions set forth in the Notice and the Summary Notice shall be subject  
7 to and bound by the provisions of the Agreement, the releases contained therein, and the  
8 Judgment with respect to all Released Claims, regardless of whether such Persons seek or obtain  
9 by any means, including, without limitation, by submitting a Proof of Claim and Release or any  
10 similar document, any distribution from the Gross Settlement Fund or the Net Settlement Fund.

11 **FEE AND EXPENSE PETITION AND MOTION FOR FINAL**  
12 **APPROVAL AND APPROVAL OF PROPOSED DISTRIBUTION PLAN**

13 13. No later than **July 27, 2009**, Class Plaintiffs' Lead Counsel shall file their motion  
14 for final approval of the Settlement, including the Distribution Plan. No later than **August 17,**  
15 **2009**, Class Lead Counsel shall file any application for attorneys' fees and expenses as provided  
16 in the Agreement.  
17

18 **THE SETTLEMENT HEARING**

19 14. A hearing on final settlement approval (the "Settlement Hearing") is hereby  
20 scheduled to be held before the undersigned on **August 31, 2009** at 9:00 a.m. in Courtroom 8, 4th  
21 Floor, United States District Court for the Northern District of California, San Jose Division, 280  
22 South 1st Street, San Jose, CA 95113, to consider: (a) the fairness, reasonableness and adequacy  
23 of the proposed Settlement, including the Distribution Plan; (b) the dismissal of the Actions with  
24 prejudice as to Defendants and the entry of final Judgment in the Actions; and (c) whether an  
25 award of attorneys' fees, costs and expenses should be made to Class Counsel.  
26

1           15. Any Class Member may appear at the Settlement Hearing in person or by counsel  
2 and may be heard, to the extent allowed by the Court, either in support of or in opposition to the  
3 fairness, reasonableness and adequacy of the proposed settlement and the dismissal of the Actions  
4 with prejudice as to Defendants and the entry of Judgment; provided, however, that no person  
5 shall be heard in opposition to such settlement, dismissal and/or entry of Judgment, and no papers  
6 or briefs submitted by or on behalf of any such person shall be accepted or considered by the  
7 Court, unless on or before **August 10, 2009**, such person: (a) files with the Clerk of the Court a  
8 notice of such person’s intention to appear as well as a statement that indicates the basis for such  
9 person’s opposition to the proposed settlement, the dismissal of claims and/or the entry of  
10 Judgment and any documentation in support of such opposition; and (b) serves copies of such  
11 notice, statement and documentation, as well as any other papers or briefs that such person files  
12 with the Court, either in person or by mail, upon the following counsel:  
13  
14

15 Scott A. Kamber  
16 KAMBEREDELSON, LLC  
17 11 Broadway, 22d Floor  
18 New York, NY 10004

Margaret M. Zwisler  
Latham & Watkins LLP  
555 Eleventh Street, N.W., Suite 1100  
Washington, D.C. 20004

18 David C. Parisi  
19 PARISI & HAVENS LLP  
20 15233 Valleyheart Drive  
21 Sherman Oaks, CA 91403

Charles H. Samel  
Latham & Watkins LLP  
355 South Grand Avenue  
Los Angeles, CA 90071-1560

22 Class Plaintiffs’ Lead Counsel

Counsel for Defendants

23           16. Unless otherwise ordered by the Court, any Class Member who does not make his,  
24 her, or its objection in the manner provided for herein shall be deemed to have waived such  
25 objection and shall forever be foreclosed from making any objection to the foregoing matters.  
26 Responses to any objection or opposition to the proposed settlement shall be filed no later than  
27 **August 24, 2009**.



1 21. Neither the Agreement nor the Settlement, nor any act performed or document  
2 executed pursuant to or in furtherance of the Agreement or the Settlement: (a) is or may be  
3 deemed to be or may be used as an admission of, or evidence of, the validity of any Released  
4 Claim, of any allegation made in the Actions, or of any wrongdoing or liability of the Releasees;  
5 or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any liability,  
6 fault or omission of the Releasees in any civil, criminal, or administrative proceeding in any  
7 court, administrative agency, or other tribunal. Neither the Agreement nor the Settlement, nor  
8 any act performed or document executed pursuant to or in furtherance of the Agreement or the  
9 Settlement, shall be admissible in any proceeding for any purpose, except to enforce the terms of  
10 the Settlement, and except that the Releasees may file the Agreement and/or the Judgment in any  
11 action for any purpose, including, but not limited to, in order to support a defense or counterclaim  
12 based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment  
13 bar, or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or  
14 counterclaim.  
15

16  
17 22. If for any reason the Settlement does not become effective in accordance with the  
18 terms of the Agreement, this Preliminary Approval Order shall be rendered null and void and  
19 shall be vacated, *nunc pro tunc*, and the provisions of ¶28 of the Agreement shall apply.  
20

21 23. The Court retains exclusive jurisdiction over all proceedings arising out of or  
22 related to the Agreement and/or the Settlement.

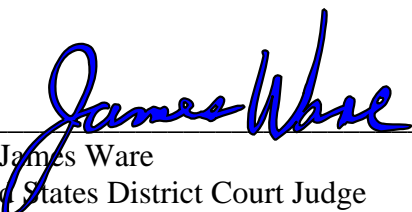
23 24. Without further order of the Court, the Settling Parties may agree to reasonable  
24 extensions of time to carry out any of the provisions of this Preliminary Approval Order or the  
25 Agreement.

26 25. Pending final determination as to whether the Settlement as set forth in the  
27 Agreement should be approved, no Class Member who has not timely and validly requested  
28

1 exclusion shall commence, prosecute, pursue, or litigate any Released Claim against the  
2 Releasees, whether directly, representatively, or in any other capacity, and regardless of whether  
3 or not any such Class Member has appeared in the Actions. All proceedings in the Actions  
4 against the Defendants are hereby stayed until such time as the Court renders a final decision  
5 regarding the approval of the Settlement, and the Court enters judgment or directs otherwise.  
6

7 **IT IS SO ORDERED.**

8  
9 DATED: April 7, 2009  
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14 Hon. James Ware  
15 United States District Court Judge  
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