

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

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

If You Bought a Lenovo Laptop in 2014 or 2015, You Could Be Eligible for a Payment from a Class Action Settlement

- You could receive an estimated \$40 payment from an \$8.3 million class action Settlement.
- The lawsuit is about software created by Superfish called VisualDiscovery that was placed on certain Lenovo computers. Plaintiffs allege that this software created problems with performance, privacy, and security.
- Visit www.LenovoAdwareSettlement.com to make a claim. You can also opt out of, object to, or comment on the Settlement.
- Please read this notice carefully. Your legal rights will be affected, and you have a choice to make now.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
SUBMIT A CLAIM FORM	The only way to get a payment.	March 25, 2019
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to keep your right to bring any other lawsuit against Lenovo and Superfish for claims related to this case.	March 25, 2019
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	You can write the Court about why you like or do not like the Settlement. You can't ask the Court to order a larger settlement. You can also ask to speak to the Court at the hearing on [Hearing Date] about the fairness of the Settlement, with or without your own attorney.	March 25, 2019
DO NOTHING	Get no payment. Give up rights.	No Deadline

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved.

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BASIC INFORMATION

1. Why did I get this notice?

A Court authorized this notice because people described in paragraph 5 of this notice have the right to know about an \$8.3 million settlement. If you qualify, you could be eligible to receive a payment.

To know if you qualify, see the answer to Question 5.

The people who sued are called the Plaintiffs. The companies they sued, Lenovo (United States), Inc. (“Lenovo”) and Superfish, Inc. (“Superfish”), are called Defendants.

2. What is this lawsuit about?

Lenovo and Superfish agreed to install software called VisualDiscovery on some Lenovo laptop computers. Plaintiffs say the software slowed down the computers, invaded user privacy, and exposed users to security risks. Defendants deny these claims.

3. What is a class action?

In a class action the Plaintiffs act as “class representatives” and sue on behalf of themselves and other people who have similar claims. This group of people is called the “class,” and the people in the class are called “class members.” One court resolves the issues for all class members, except for people who exclude themselves from the class. Judge Haywood S. Gilliam of the United States District Court for the Northern District of California is in charge of this case. The case is *In re Lenovo Adware Litigation*, No. 4:15-md-02624-HSG (N.D. Cal.).

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to a Settlement. That way, they avoid the costs and risks of a trial, and class members get compensation. The class representatives and their attorneys think the settlement is best for everyone affected.

WHO IS IN THE SETTLEMENT

5. Who is in the Settlement?

To get money from the settlement, you have to be a class member. You are a class member if you bought one or more of the following Non-Think-branded Lenovo computer models, not for resale, within the United States between September 1, 2014 and February 28, 2015:

- G Series: G410, G510, G710, G40-70, G50-70, G40-30, G50-30, G50-45
- U Series: U430P, U430Touch, U530Touch
- Y Series: Y40-70, Y50-70
- Z Series: Z50-75, Z40-70, Z50-70
- Flex Series: Flex2 14D, Flex2 15D, Flex2 14, Flex2 15, Flex2 15(BTM), Flex 10

- MIIX Series: MIIX2-10, MIIX2-11
- YOGA Series: YOGA2Pro-13, YOGA2-13, YOGA2-11BTM, YOGA2-11HSW

You can tell what computer model you bought by looking at the bar code on the sticker on the bottom of your computer or in the Systems Information application on the computer. Additional information on how to determine your computer model is available at: <https://support.lenovo.com/us/en/solutions/find-product-name>.

6. What should I do if I am still not sure whether I am included?

If you are not sure whether you are included in the class, you can ask for free help by calling the Claims Administrator at 1-877-595-0389 for more information.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

Defendants will pay \$8,300,000 into a Settlement Fund. After deductions for attorneys' fees, litigation costs, and other expenses (*see* Question 15), the Fund will be distributed to class members who submit valid claims.

8. How much money can I get from the Settlement?

Class members who make a claim without supporting documents will get an estimated \$40. Class members who make a properly documented claim could get more than the estimated \$40. The amount you actually get will depend on how many computers you purchased, how many claims are submitted, and how much the Court allows in fees, costs, and expenses. For information on how to make claim, see Question 10 and www.LenovoAdwareSettlement.com. For information on the Plan of Allocation, see www.LenovoAdwareSettlement.com.

9. What am I giving up if I stay in the class?

Unless you exclude yourself with an opt-out request (*see* Question 16), you cannot sue, continue to sue, or be part of any other lawsuit against Lenovo or Superfish about the issues in this case. The "Release of Claims" in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement. The Settlement Agreement can be viewed at www.LenovoAdwareSettlement.com.

HOW TO GET A PAYMENT—MAKING A CLAIM

10. How can I get a payment?

If you bought an affected computer, you can make a claim at www.LenovoAdwareSettlement.com. You can also contact the Claims Administrator to request a paper claim form by telephone 1-877-595-0389, email info@LenovoAdwareSettlement.com or U.S. mail Lenovo-Superfish Settlement, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, and submit the claim form to the same email or U.S. mail address.

There are two ways to make a claim to receive money from the Settlement.

Option 1: Short Form Claim (No Proof of Loss) – estimated at \$40 per Class Computer. If you submit a claim for one Class Computer, you only need to confirm your contact information and computer purchase to receive this payment. If you wish to submit a claim for more than one Class Computer, you need to confirm your contact information and show proof of payment for each computer.

Option 2: Long Form Claim (Documented Proof of Loss) up to \$750 per Class Computer. If you incurred an expense or loss in response to a computer-related performance, privacy, or security concern and that expense or loss is reasonably attributable to VisualDiscovery software being installed on your computer. You must submit an itemized claim and attach proof (for example, receipts or other proof of payment for credit monitoring or technical service assistance) showing your expenses or losses. The Claims Administrator will review your submission and determine your payment. The most you can claim is \$750 per Class Computer.

11. What is the deadline for submitting a claim form?

To be eligible for payment, claim forms must be submitted electronically or postmarked no later than March 25, 2019.

12. When will I get my payment?

The Court will hold a hearing on April 18, 2019 at 2:00 p.m., to decide whether to approve the Settlement. If the Court approves the Settlement, there still may be appeals of that decision. It is hard to estimate how long it might take for any appeals to be resolved. If the Settlement is approved and no appeals are filed, the Claims Administrator anticipates that payments will be sent out within 3 months.

Updates regarding the Settlement and when payments will be made will be posted on the Settlement website, www.LenovoAdwareSettlement.com.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court appointed the law firms of Cotchett, Pitre & McCarthy LLP, Girard Sharpe LLP, and Pritzker Levine LLP to represent you and the other class members. These firms are called Class Counsel. You will not be charged for their services.

14. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer's services. For example, you can ask your own lawyer to appear in Court for you if you want someone other than Class Counsel to speak for you. You may also appear for yourself without a lawyer.

15. How will the lawyers be paid?

You do not have to pay Class Counsel. Class Counsel, who have not been paid for their services since this case began, will seek an award of attorneys' fees out of the Settlement Fund, as well as reimbursement for litigation costs they advanced in pursuing the claims. The fees will compensate Class Counsel for investigating the facts, litigating the case, and negotiating and administering the Settlement. Class Counsel's attorneys' fee request will not exceed 30% of the Settlement Fund, substantially less than the value of the time Class Counsel have devoted to this case. Additionally, Class Counsel will seek reimbursement of their out-of-pocket litigation expenses, not to exceed \$350,000, to be paid out of the Settlement Fund.

Class Counsel will also ask the Court to approve service award payments of \$5,000 to each of the individual class representatives, who are Jessica Bennett, Richard Krause, John Whittle, and Robert Ravencamp.

The costs of providing this notice and administering the Settlement are being paid from the Settlement Fund.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want benefits from the Settlement, and you want to keep your right, if any, to sue Lenovo or Superfish on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself—or “opting out” of—the class.

16. How do I get out of the Settlement?

You may opt out of the Settlement online by March 25, 2019, at www.LenovoAdwareSettlement.com. Click on the “Opt Out” tab and provide the requested information.

You may also opt out of the Settlement by sending a letter that includes the following to the address below:

- Your name and address;
- A statement that you want to be excluded from the Settlement; and
- Your signature.

Class Action Opt Out
Attn: Lenovo-Superfish Settlement
P.O. Box 58220
1500 John F Kennedy Blvd
Suite C31
Philadelphia, PA 19102

Mailed opt-out requests must be postmarked no later than **March 25, 2019**.

17. If I don't opt out, can I sue Defendants for the same thing later?

No. Unless you opt out, you give up the right to sue Defendants for the claims the Settlement resolves. You must exclude yourself from the class if you want to try to pursue your own lawsuit.

18. What happens if I opt out?

If you opt out of the Settlement, you will not have any rights as a member of the Settlement Class under the Settlement; you will not receive any payment as part of the Settlement; you will not be bound by any further orders or judgments in this case; and you will keep the right to sue, if any, on the claims alleged in the case by filing or continuing your own lawsuit at your own expense.

OBJECTING TO THE SETTLEMENT

19. How do I tell the Court if I don't like the Settlement?

If you're a class member and do not opt out of the Settlement, you can ask the Court to deny approval of the Settlement by filing an objection. You can't ask the Court to order a larger settlement; the Court can only approve or deny the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

You may object to the proposed Settlement in writing. You may also appear at the Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

To object, you must file a document with the Court saying that you object to the proposed Settlement in *In re Lenovo Adware Litigation*, Case No. 4:15-md-02624-HSG. Be sure to include:

- Your name, address, and signature; and
- A detailed statement of your objection, including the grounds for the objection together with any evidence you think supports it.

You can mail the objection by First Class U.S. Mail, postmarked no later than **March 25, 2019**, to the following address:

Clerk of the Court
U.S. District Court for the Northern
District of California
1301 Clay Street, Oakland, CA 94612
Case No. 4:15-md-02624-HSG

If you do not mail the objection, you must either deliver it in person to this address or file it electronically at <https://www.cand.uscourts.gov/cm-ecf>, no later than **March 25, 2019**.

20. What's the difference between objecting and excluding?

Objecting is telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the

Settlement is opting out and telling the Court that you don't want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because it no longer affects you. You cannot both opt out and object to the Settlement.

THE COURT'S FAIRNESS HEARING

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

The Court will hold a Fairness Hearing at 2:00 p.m. on April 18, 2019 in Courtroom 2 of the Oakland federal courthouse, located at 1301 Clay Street, Oakland, CA 94612.

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.

The Court may also decide how much to pay to Class Counsel in fees and expense reimbursements. After the hearing, the Court will decide whether to approve the Settlement.

The Court may reschedule the Fairness Hearing or change any of the deadlines described in this notice. The date of the Fairness Hearing may change without further notice to the class members. Be sure to check the website, www.LenovoAdwareSettlement.com, for news of any such changes. You can also access the case docket via the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>.

22. Do I have to come to the Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you send an objection, you do not 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 also pay your own lawyer to attend, but it is not necessary.

23. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include a statement in your written objection (discussed above at Question 19) that you intend to appear at the hearing. Be sure to include your name, address, and signature as well.

You cannot speak at the hearing if you exclude yourself from the class.

IF I DO NOTHING

24. What happens if I do nothing at all?

If you do nothing, you'll be a member of the Settlement Class, you'll get no money from this Settlement, and you won't be able to sue Defendants for the conduct alleged in this case.

GETTING MORE INFORMATION

25. Are more details about the Settlement available?

Yes. This notice summarizes the proposed Settlement—more details are in the Settlement Agreement, the Plan of Allocation, and other important case documents. You can get a copy of these and other documents at www.LenovoAdwareSettlement.com, by contacting Class Counsel at jkl@pritzkerlevine.com, by accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, Ronald V. Dellums Federal Building and United States Courthouse, 1301 Clay Street Oakland, CA 94612, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

26. How do I get more information?

The website www.LenovoAdwareSettlement.com has the claim form, answers to questions about the Settlement and other information to help you determine whether you are eligible for a payment.

You can also call or write to the Claims Administrator at:

Lenovo-Superfish Settlement
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
1-877-595-0389

Class Counsel can be reached by calling Jonathan Levine at (415) 692-0772 or emailing jkl@pritzkerlevine.com.

Dated: November 21, 2018

By Order of the Court

The Honorable Haywood S. Gilliam
United States District Judge