

**NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL HEARING IN  
THE LENOVO (CANADA) INC. CLASS ACTION**

**You are receiving this notice because you bought a Lenovo laptop directly from Lenovo (Canada) Inc. since September 1, 2014 which contained software created by Superfish Inc. called VisualDiscovery. You should read this notice carefully as it may affect your legal rights and you may be entitled to compensation.**

**A. What is a class action?**

A class action is a lawsuit filed by one person on behalf of a larger group of people with similar claims. This group of people is called the “class” and people in the class are called “class members”.

**B. What is this class action about?**

An affiliate of Lenovo (Canada) Inc. and Superfish Inc. agreed to install software called VisualDiscovery on some Lenovo laptop computers. In an action commenced against Lenovo (Canada) Inc and Superfish Inc. in March 2015 in the Ontario Superior Court of Justice (the “Court”), the plaintiff alleged that the software invaded user privacy and exposed users to security risks. Lenovo (Canada) Inc. and Superfish Inc. both deny these claims.

**C. Who is affected by the class action?**

You are receiving this notice because you have been identified by Lenovo (Canada) Inc. as a “member” of the class as having purchased one or more of any of the following Lenovo laptops containing VisualDiscovery software directly from Lenovo (Canada) Inc.:

- G Series: G510, G40-70, G50-70, G50-45
- U Series: U430P, U530Touch
- Y Series: Y40-70, Y50-70
- Z Series: Z40-70, Z50-70
- Flex Series: Flex2 14, Flex2 15
- MIIX Series: MIIX2-10
- YOGA Series: YOGA2Pro-13, YOGA2-13, YOGA2-11BTM, YOGA2-11HSW

(collectively, the “Affected Models”)

**D. Has the action against Lenovo (Canada) Inc. and Superfish Inc. been certified?**

The Court certified the action as a class action as against Lenovo (Canada) Inc. by Order dated October 3, 2017. The Court certified the action as a class action against Superfish Inc. by Order dated November 2, 2017.

**E. What settlements have been reached in this class action?**

Settlements have been reached with both Superfish Inc. and Lenovo (Canada) Inc..

Superfish Inc. has paid CDN\$151,547.00 in exchange for a full release of the claims against it. The Court approved the settlement with Superfish Inc. as fair, reasonable, and in the best interests of class members on November 2, 2017.

Lenovo (Canada) Inc. has agreed to pay CDN\$700,000 in exchange for a full release of the claims against it. The settlement with Lenovo (Canada) Inc. is subject to the approval of the Court. The Court will hold a hearing to decide whether to approve the settlement in Toronto, Ontario on March 27, 2020 at 10:00 a.m. (the “Lenovo (Canada) Inc. Settlement Approval Hearing”). The Court will decide at that time whether the settlement reached with Lenovo (Canada) Inc. is fair, reasonable, and in the best interests of class members.

In the settlement agreements reached with the plaintiff, both Lenovo (Canada) Inc. and Superfish Inc. deny any liability, fault or wrongdoing.

**F. What do I need to do?**

**If you want to be a member of this class action, you do not need to do anything.** Settlement class members who do not oppose the proposed settlement with Lenovo (Canada) Inc. need not appear at the settlement approval hearing or take any other action at this time.

**If you no longer wish to be part of the class action, see the section below entitled “What if I don’t want to be in the class action?”**

**If you do not wish to opt-out of the class action but wish to oppose the proposed settlement with Lenovo (Canada) Inc., you must send your written submissions to Class Counsel at the address listed below, postmarked no later than March 20, 2020.** Class Counsel will forward such submissions to the Court. All filed written submissions will be considered by the Court. If you do not file a written submission by March 20, 2020, you may not be entitled to participate in the Lenovo (Canada) Inc. Settlement Approval Hearing. If you want to attend this hearing, please contact Class Counsel for additional details.

### **G. What happens to the money paid under the settlement?**

The settlement with Lenovo (Canada) Inc., if approved, will conclude the class action.

At the same time that it hears the Lenovo (Canada) Inc. Settlement Approval Hearing, the Court will also consider whether to approve a protocol for distributing the settlement amounts paid by Superfish Inc. and to be paid by Lenovo (Canada) Inc. (collectively, the “Global Compensation Fund”), plus accrued interest, less Court approved legal fees and other expenses (the “Distribution Protocol”). The hearing to approve the Distribution Protocol will be held in the Ontario Superior Court of Justice in Toronto, Ontario on March 27, 2020 at 10:00 a.m.

If the Court approves the proposed settlement with Lenovo (Canada) Inc. and approves the Distribution Protocol, class members who purchased one of the Affected Models will receive a notification email inviting them to complete a form in order to claim a proportionate share of the Global Compensation Fund. The notification email will set out the details and deadline for making a claim under the Distribution Protocol.

This notice only summarizes the Distribution Protocol. A copy of the proposed Distribution Protocol is available at <https://sotosclassactions.com/cases/current-cases/lenovo/>. Questions about the Distribution Protocol or any other matters contained in this notice may be directed to Class Counsel.

### **H. What if I don’t want to be in the class action?**

If you do not want to be a member of the class action, you can exclude yourself from the class action (“opt-out”) by sending a signed letter or e-mail to Class Counsel with the following information:

- your full name, current address and telephone number;
- if you are writing on behalf of a company, the name of the company and your position at the company;
- a statement saying that you (or the company) want to opt-out of the class action; and
- your reason for opting out.

Requests to opt-out of the class action must be post-marked or sent by March 26, 2020.

If you opt-out of the class action:

- you will not be eligible to participate in the ongoing class action, and
- you will not have any rights to receive money in connection with the settlement of this class action with Lenovo (Canada) Inc. and Superfish Inc., but
- you will not be bound by any further orders or judgments in this case and you will retain your right to be able to start your own case against Lenovo (Canada) Inc. and/or

Superfish Inc., at your own expense, regarding the claims alleged in the statement of claim.

This is your only chance to opt-out of the class action.

### **I. What if I object to the settlement with Superfish Inc.?**

The settlement with Superfish Inc. has already been approved by the Court. If you object to the settlement with Superfish Inc. and do not wish to be bound by it, you may opt-out of the class action.

If you exclude yourself or opt-out:

- you will not be bound by the settlement with Superfish Inc., and
- you will not be able to participate in the Lenovo settlement, but
- you will be able start your own case against Superfish Inc. regarding the claims released pursuant to the settlement agreement.

### **J. Who are the lawyers working on this class action and how are they paid?**

The law firm of Sotos LLP represents all members of this class action.

Sotos LLP can be reached at:

Telephone (toll free): 1-888-977-9806

Email: [info@sotosclassactions.com](mailto:info@sotosclassactions.com)

Mail: 180 Dundas Street West, Suite 1200, Toronto ON M5G 1Z8, Attention Karen Whibley

**As an individual, you do not have to pay the lawyers working on this class action any money.** Sotos LLP will be paid from the money collected in the class action. The Court will be asked to decide how much Sotos LLP will be paid.

Sotos LLP will be asking the Court to approve legal fees of up to 25% of the settlement amounts, plus disbursements and applicable taxes. Any approved legal fees will be paid out of the settlement amounts.

### **K. Where can I ask more questions?**

For more information, please visit <https://sotosclassactions.com/cases/current-cases/lenovo/>. If you have questions that are not answered online, please contact Class Counsel at the numbers listed above.

## **L. Interpretation**

This notice contains a summary of some of the terms of the settlement agreement. If there is a conflict between the provisions of this notice and the settlement agreement, the terms of the settlement agreement shall prevail.

This notice has been approved by the Court.