

1 The Court, having reviewed Plaintiffs Lora and Clay Wolph’s (“Plaintiffs”) Motion for
2 Preliminary Approval of Class Action Settlement with Defendant Acer America Corporation
3 (“Acer” or “Defendant”), the pleadings and other papers on file in this action, and the statements
4 of counsel and the parties, hereby finds that Plaintiffs’ motion should be GRANTED.

5 NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

6 1. For purposes of this Order, except as otherwise set forth herein, the Court
7 adopts and incorporates the definitions contained in the First Amended Settlement Agreement
8 (“Settlement Agreement”).

9 2. The Court hereby gives its preliminary approval to the Settlement
10 Agreement, subject to a hearing on the final approval of the settlement (the “Fairness Hearing”) on
11 behalf of the following Class that was certified by the Court on March 25, 2011:

12 All persons and entities who reside in the United States who have
13 purchased, and have not returned for refund, a new Acer notebook
14 computer from Acer or an Acer Authorized Reseller, not for resale, that
15 came pre-installed with a Microsoft® Windows Vista Home Premium,
16 Business, or Ultimate operating system, and contained 1 GB of Random
17 Access Memory or less as shared memory for both the system and
18 graphics.

19 3. The Court finds that the Settlement Agreement falls within the range of
20 reasonableness. The Court further finds that there is a sufficient basis for notifying the Class of
21 the proposed Settlement Agreement, and for enjoining class members from proceeding in any
22 other action arising from or relating to this litigation pending the conclusion of the Fairness
23 Hearing.

24 4. The Fairness Hearing will be conducted to determine the following:

25 a. Whether the proposed Settlement Agreement is fair, reasonable, and
26 adequate and should be granted final approval;

27 b. Whether final judgments should be entered dismissing the claims of
28 the class against Acer with prejudice as required by the Settlement Agreement; and

1 c. Such other matters as the Court may deem appropriate.

2 5. The Court appoints KCC Class Action Services LLC as the Claims
3 Administrator.

4 6. The Court approves the form and content of the Claim Form, Long Form
5 Notice, Summary Published Notice, Summary Email Notice, Summary Postcard Notice/Claim
6 Form and Banner Advertisement attached hereto as Exhibit A through Exhibit F, respectively.

7 7. Within 7 days of this Order, Defendant shall provide the Claims
8 Administrator with all electronic and physical mail addresses in its possession that correspond to
9 potential Class Members.

10 8. Notice to class members shall commence no later than 14 days after the
11 entry of this Order (“Notice Date”).

12 9. On or before the Notice Date, the Claims Administrator will send the
13 Summary Email Notice, in the form attached hereto as Exhibit D, via electronic mail to all Class
14 Members for whom electronic mail addresses were provided in a manner that minimizes
15 bouncebacks. The Class Administrator may resend the Summary Email Notice to the potential
16 Class Members thirty (30) calendar days after the Notice Date at Class Counsel’s expense.

17 10. On or before the Notice Date the Claims Administrator shall send via U.S.
18 Mail the Summary Postcard Notice/Claim Form, in the form attached hereto as Exhibit E, to each
19 class member for whom Acer has a physical mail address, after updating the addresses through the
20 National Change of Address system.

21 11. Commencing on or before the Notice Date, the Claims Administrator shall
22 arrange for publication of the Summary Publication Notice, in the form attached hereto as Exhibit
23 C, in black and white, by purchasing media buys using Kinsella Media, LLC, in the following
24 publications: (a) *USA Today* in a size equivalent to a one eighth-page advertisement for four
25 consecutive weeks totaling four advertisements; (b) *TV Guide* in a size equivalent to a one half-
26 page advertisement for a single week; (c) the *San Francisco Examiner* in a size equivalent to a one
27 eighth-page advertisement for four consecutive Sundays totaling four advertisements; and (d) the

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1 *Los Angeles Times* in a size equivalent to a one eighth-page advertisement for four consecutive
2 Sundays totaling four advertisements.

3 12. On or before the Notice Date, Defendant shall announce the settlement, and
4 provide a hyperlink to the Settlement Website, at <http://us.acer.com/ac/en/US/content/alerts-recalls>
5 utilizing language that is approved by Class Counsel.

6 13. Commencing on or before the Notice Date, Defendant shall spend \$20,000
7 for static (no rich media), black and white Banner Advertisement, in a form attached hereto as
8 Exhibit F, with the 24/7 Network.

9 14. Commencing on or before the Notice Date, Defendant shall spend up to
10 \$80,000 in online advertising via Google Adwords and/or similar services provided on Bing, MSN
11 and/or Yahoo to purchase the following phrases: “Acer Slow;” “Acer Freeze;” “Acer Lock up;”
12 “Acer Crash;” “Acer Memory Settlement,” and “Acer RAM Settlement.” Such advertising shall
13 end at the earlier of when the \$80,000 is exhausted or upon the deadline to object or opt-out.

14 15. On or before the Notice Date, the Parties shall announce the settlement via a
15 jointly approved press release that is distributed to national media outlets.

16 16. Within 7 calendar days following this Order, the Claims Administrator shall
17 establish the Settlement Website, which shall contain the Long Form Notice, information
18 substantial similar to the Summary Published Notice; a Contact Information page that includes
19 address and telephone numbers for the Claim Administrator and Plaintiffs' Counsel; the Settlement
20 Agreement; this Order; an electronic and downloaded version of the Claim Form; and (when it
21 becomes available) Plaintiffs' Counsel's application for attorneys' fees, expenses and incentive
22 awards.

23 17. Class Members are instructed to follow the instructions for exercising their
24 rights under the Settlement Agreement as set forth in the Settlement Agreement and Class Notice.
25 Failure to timely file and serve written objections will preclude a class member from objecting to
26 the Settlement Agreement.

27 18. The Court finds that the forms of notice to the Class Members regarding the
28 pendency of this class action, and the methods of dissemination to the Class Members in

1 accordance with the terms of this Order, constitute valid, due, and sufficient notice to the Class
2 Members pursuant to Federal Rule of Civil Procedure 23, the United States Constitution, and any
3 other applicable law.

4 19. Counsel for the parties are hereby authorized to utilize all reasonable
5 procedures in connection with the administration of the settlement which are not materially
6 inconsistent with either this Order or the terms of the Settlement Agreement.

7 20. In the event that this Order conflicts with the Settlement Agreement
8 regarding the form and manner of providing notice to the Class, this Order shall control. All
9 provisions of the Settlement Agreement regarding the form and manner of providing notice to the
10 Class shall remain in full force and effect unless otherwise expressly modified herein.

11 21. The Court adopts the following schedule in order to effectuate the final
12 approval of the Settlement Agreement:

13 a. Plaintiffs' motion for attorneys' fees, costs and incentive awards
14 shall be filed on or before July 9, 2013 (75 days after the Notice Date);

15 b. Class Members shall have until July 24, 2013 (90 days after the
16 Notice Date) to file claims, opt-out or exclude themselves, file a Notice of Intent to Appear at the
17 Fairness Hearing, object to the Settlement Agreement or respond to Plaintiffs' motion for
18 attorneys' fees and costs;

19 c. Plaintiffs shall file their motion for final approval of the Settlement
20 Agreement on or before August 8, 2013 (105 days after the Notice Date); and

21 d. The Fairness Hearing shall be held on October 4, 2013 at 9:00
22 a.m. (~~133 days after the Notice Date~~).

23 22. The hearing date or time for the Fairness Hearing may be moved *sua sponte*
24 by the Court or pursuant to a stipulation by the parties subject to Court approval without providing
25 additional notice to the Class Members.

26 23. Class Members shall, upon final approval of the Settlement Agreement, be
27 bound by the terms and provision of the Settlement Agreement so approved, including but not
28 limited to the releases, waivers, and covenants described in the agreements, whether or not such

1 person or entity objected to the Settlement Agreement and whether or not such person or entity
2 makes a claim upon the settlement funds.

3 24. All further proceedings in this litigation are hereby stayed except for any
4 actions required to effectuate the Settlement Agreement.

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6 **IT IS SO ORDERED**

7 DATED: April 12, 2013

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Honorable Jeffrey S. White
UNITED STATES DISTRICT COURT

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EXHIBIT A

Apple v. Acer Americas Corp. Claims Administrator
c/o KCC Class Action Services
P.O. Box #####
Providence, RI #####-####

AAW

«Barcode»

Claim #: AAW-«ClaimID» «MailRec»
«First1» «Last1»
«co»
«Addr1» «Addr2»
«City», «ST» «Zip» «Country»

CLAIM FORM AND INSTRUCTIONS

Your Claim Form must be postmarked no later than <<Insert 90 day deadline>>, 2013

All persons and entities who reside in the United States who have purchased, and who have not returned for a refund, a new Acer notebook computer from Acer or an Authorized Acer Retailer, not for re-sale, that came pre-installed with a Microsoft® Vista Home Premium, Business or Ultimate operating system, and contained 1 GB of Random Access Memory (RAM) or less as shared memory for both the system and graphics are entitled to file a claim form.

I. Personal Information

Name: _____
(First) (Middle) (Last)

Address: _____
(Street)

(City) (State) (Zip Code)

Telephone: _____ **Email:** _____

II. Class Computer Information & Reward Election

Before completing this section, read each reward election carefully (including the options on the back of this Claim Form) to determine which benefit you are entitled to receive under the settlement:

I no longer own my Class Computer:

If you no longer own your Class Computer, please choose **one** of the two options below. You must provide Proof of Purchase (i.e. an itemized retail sales receipt or itemized credit/debit card statement showing, at a minimum, product or service purchased from an authorized Acer reseller, price paid and date) with your Claim Form.

16 GB USB Flash Drive with ReadyBoost technology

\$10 check

I currently own my Class Computer:

If you currently own your Class Computer, please choose **one** of the three options below. In addition you must provide your serial number.

Computer Serial Number: _____

- 16 GB USB Flash Drive with ReadyBoost technology**
- \$10 check**
- 1 GB or 2 GB laptop memory DIMM (compatible with your specific computer) sufficient to allow your Class Computer to operate with 2 GB of RAM.**

I paid a third party to repair my Class Computer:

If you paid a third party to repair your Class Computer, before [notice date], to resolve alleged problems regarding performance issues directly attributed to inadequate memory, please select the following option in lieu of the options provided on the first page.

In addition, you must provide proof of obtaining repairs and the cost thereof (i.e. receipts, credit card statements or invoices showing (a) a date of service prior to [notice date], (b) the model or serial number of the Class Computer, (c) the purchase of additional RAM or other repairs related to insufficient RAM, and (d) the amount paid for the repairs).

- \$ _____ check for reimbursement of repairs (Please write the amount of repairs, up to, but not more than \$100)**

By choosing the above election and signing below, you are certifying under penalty of perjury, that you sought and obtained repairs from a third party because your Class Computer was experiencing unusual freezing, crashing, memory problems, or slow performance that was below your expectations given the price paid for the Class Computer.

III. Declaration and Signature

I attest under penalty of perjury that the Acer computer reflected on this Claim Form was purchased by me as a new computer in the United States from Acer or an Acer Authorized Reseller and has not been returned for a refund.

Dated: _____

Signature

Print Name

Please return the Claim Form by mail to:

Wolph v. Acer Americas Corp. Claims Administrator
c/o KCC Class Action Services
P.O. Box #####
Providence, RI #####-####

EXHIBIT B

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

If you bought an Acer Notebook Computer pre-installed with Microsoft® Windows Vista, you could get benefits from a class action settlement.

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

- You could be affected by a class action lawsuit against Acer America Corporation (“Acer”) involving insufficient memory in Acer notebook computers (“Notebook”) that run certain versions of the Microsoft® Windows Vista operating system (Home Premium, Business, and Ultimate) and contain one gigabyte (1 GB) of Random Access Memory or less as shared memory for both the system and graphics.
- You are included if you are a United States resident who bought certain Notebooks from Acer or an Acer Authorized Retailer that came pre-installed with Microsoft® Windows Vista Home Premium, Business, or Ultimate operating system, and have not returned the Notebook for a refund.
- Those included in the Settlement will be eligible to select to receive money or other benefits (*see* Question 8 below).
- Please read this Notice carefully. Your legal rights are affected, whether you act or don’t act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
File a Claim	This is the only way to get benefits from the Settlement.
Exclude Yourself	You will receive no benefits, but you will retain any rights you currently have to sue the Acer about the claims in this case.
Object to the Settlement	Write to the Court explaining why you don’t like the Settlement.
Go to the Hearing	Ask to speak in Court about your opinion of the Settlement.
Do Nothing	You won’t get benefits and will give up your rights to sue Acer about the claims in this case.

- These rights and options – **and the deadlines to exercise them** – are explained in this Notice.

BASIC INFORMATION

1. What is this Notice about?

A Court authorized this Notice because you have a right to know about a proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Judge Jeffrey S. White, of the U.S. District Court for the Northern District of California, is overseeing this case. The case is known as *Wolph v. Acer America Corp.*, No. 3:09cv01314. The people who sued are called the Plaintiffs. The Defendant is Acer America Corporation.

2. What is this lawsuit about?

This lawsuit claims that the Acer Notebooks did not contain sufficient memory to properly run the pre-installed operating system, including Microsoft® Windows Vista Home Premium, Business, and/or Ultimate operating systems (“Vista Premium OS”). Plaintiffs claim that per Microsoft’s® requirements, a computer must have more than 1 gigabyte (“GB”) of RAM in order to properly run the Vista Premium OS. The Acer Notebooks covered in this lawsuit contain 1 GB or less of RAM to be shared between the system and the graphics. Plaintiffs claim that as a result of this insufficient system memory, Acer’s Notebooks suffered from freezing, crashes, lock-ups, and other poor performance.

The Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

3. Why is this lawsuit a class action?

In a class action, one or more people called class representatives (in this case, Lora and Clay Wolph) sue on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. What is RAM?

Random Access Memory (“RAM”) is a type of computer memory. The more RAM a computer has, the faster it can work and run programs. The computers at issue in this case have a total of 1 GB of RAM shared between the system and graphics. In order to determine the amount of RAM in your computer, please see the instructions printed on the website: www.WEBSITE.com.

5. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost and risk of a trial, and the people affected will get a chance to receive benefits. The Class Representatives and their attorneys think the Settlement is best for all Class Members. The Settlement does not mean that Acer did anything wrong.

QUESTIONS? CALL 1-800-000-0000 TOLL-FREE, OR VISIT www.WEBSITE.COM

WHO'S INCLUDED IN THE SETTLEMENT?

6. How do I know if I am a member of the Settlement Class?

You are a member of the Class if you:

- Are a resident of the United States;
- Bought a new Notebook from Acer or an Acer Authorized Retailer, that came pre-installed with a Microsoft® Windows Vista Home Premium, Business, or Ultimate operating system, which contained 1 GB of RAM or less as shared memory for both the system and graphics; and
- Have not returned the Notebook for a refund.

Retailers and distributors of Notebooks are **not** included in this Settlement.

The Acer Notebooks at issue in this case include some, but not all, of the computers with the following model numbers:

Aspire 3050	Aspire 4720Z	Aspire 5570	Aspire 5630	Aspire 9410
Aspire 3100	Aspire 5050	Aspire 5570Z	Aspire 5720Z	Aspire 9410Z
Aspire 4220	Aspire 5100	Aspire 5580	Aspire 7520	Aspire 9420
Aspire 4315	Aspire 5315	Aspire 5610	Aspire 7720Z	Extensa 5520
Aspire 4520	Aspire 5520	Aspire 5610Z	Aspire 9300	Extensa 5620Z
Aspire 4710Z				

In order to obtain more information regarding whether you are included in the Class, go to: www.WEBSITE.com or call 1-000-000-0000.

7. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call 1-000-000-0000 with questions or visit www.WEBSITE.com. You may also write with questions to *Wolph v. Acer Americas Corp.* Settlement Administrator, PO Box 0000, City, State 00000.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

The Settlement provides for the following benefits to eligible Class Members who file a valid claim (each Class Member can only get one benefit):

- (a) A 16 GB USB Flash Drive with ReadyBoost technology;
- (b) A check for \$10;

QUESTIONS? CALL 1-800-000-0000 TOLL-FREE, OR VISIT www.WEBSITE.COM

- (c) A check for up to \$100 as reimbursement for Class Members who, before [notice date], paid for Notebook performance repairs in an effort to resolve performance problems due to RAM; or
- (d) A compatible 1 GB or 2 GB laptop memory DIMM for Class Members who still own their Notebook that will allow the computer to operate with 2 GB of RAM.

Acer will separately pay attorneys' fees, expenses, and the cost to provide notice to administer the Settlement (*see* Question 17 below).

More details are in a document called the Settlement Agreement, which is available at www.WEBSITE.com.

HOW TO GET BENEFITS

9. How do I get benefits?

If you are a Class Member and you want to participate in the Settlement, you must complete and submit a Claim Form, signed under penalty of perjury, submitted by **Month 00, 0000**. The Claim Form can be found at www.WEBSITE.com, by calling, toll-free, 1-000-000-0000, or as an attachment to the postcard notice you received by mail. The Claim Form can be submitted online at the website or by mail.

REMAINING IN THE SETTLEMENT

10. What happens if I do nothing at all?

If you do nothing, you won't get any money or other benefits from this Settlement. But, unless you exclude yourself, you won't be able to start a lawsuit or be part of any other lawsuit against Acer for the claims being resolved by this Settlement.

11. What am I giving up if I stay in the Class?

If the Settlement becomes final, you will give up your right to sue Acer for the claims being resolved by this Settlement. The specific claims you are giving up against Acer are described in Section VII of the Settlement Agreement. You will be "releasing" Acer and all related people as described in Section VII of the Settlement Agreement. Unless you exclude yourself (*see* Question 13), you are "releasing" the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available at www.WEBSITE.com.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions, you can talk to Class Counsel listed in Question 14 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. What if I don't want to be in the Settlement?

If you decide to exclude yourself from the Class, you will be free to sue Acer on your own for the claims being resolved by this Settlement. However, you will not receive any benefits from the Settlement, and Class Counsel will no longer represent you. If you want to receive benefits from the Settlement, do not exclude yourself.

13. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail stating that you want to be excluded from *Wolph v. Acer America Corp.*, No. 3:09cv01314. Your letter must also include:

- Your name, address, and telephone number;
- The name of the case (*Wolph v. Acer America Corp.*, No. 3:09cv01314-JSW);
- A statement that you want to be excluded from this case; and
- Your signature and date.

You must mail your request for exclusion postmarked no later than **Month 00, 0000**, to:

Settlement Administrator
Wolph v. Acer Americas Corp. Exclusions
c/o KCC Class Action Services
PO Box 0000
City, ST 00000-0000

OBJECTING TO THE SETTLEMENT

14. How do I object to the Settlement?

You can object to the Settlement if you don't like some or part of it. The Court will consider your views. To do so, you must file a written objection in this case, *Wolph v. Acer America Corp.*, No. 3:09cv01314. Be sure to include:

- Your name, address, and telephone number;
- Proof of Class membership;
- A detailed statement of any objection, including reasons why you object to the Settlement;
- Whether you plan on appearing at the Fairness Hearing; and

QUESTIONS? CALL 1-800-000-0000 TOLL-FREE, OR VISIT WWW.WEBSITE.COM

- Any legal support or evidence that supports your objection that you wish to bring to the Court’s attention.

Objections must be filed with the Court (address below) and a served electronically by Electronic Case Filing or by mailing the same upon the Settlement Administrator (address above), Defense Counsel and Class Counsel (addresses below) no later than **Month 00, 0000**:

Court	Class Counsel	Defense Counsel
United States District Court Northern District of California 450 Golden Gate Avenue San Francisco, CA 94102-3489	Pearson, Simon & Warshaw, LLP 15165 Ventura Boulevard, Suite 400 Sherman Oaks, CA 91403	Akin Gump Strauss Hauer & Feld LLP 300 West 6th Street, Suite 1900 Austin, TX 78701

Any attorney representing an objector must provide: (a) a list of the cases in which the objector’s counsel has filed an objection to a proposed settlement of a class-action lawsuit within the past five years; and (b) the outcome of each objection. Either Acer or Plaintiff’s Counsel may seek discovery from any objector, subject to the Court’s approval.

15. What’s the difference between objecting and excluding myself from the Settlement?

Objecting is simply telling the Court that you don’t like something about the Settlement. You can object only if you don’t exclude yourself from the Class. Excluding yourself is telling the Court that you don’t want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. The Court appointed the following as “Class Counsel”: Pearson, Simon & Warshaw, LLP; Hausfeld LLP; and Gary, Naegele & Theado, LLC. You will not be charged for these lawyers. If you want to be represented by someone other than Class Counsel, you may hire a lawyer at your own expense.

17. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys’ fees, costs, and expenses of up to \$2,715,000 to be paid by Acer. Class Counsel will also request that \$5,000 be paid to each of the two Class Representatives who helped the lawyers on behalf of the whole Class.

18. Should I get my own lawyer?

QUESTIONS? CALL 1-800-000-0000 TOLL-FREE, OR VISIT WWW.WEBSITE.COM

You do not need to hire your own lawyer, but if you hire a lawyer to speak for you or appear in Court, your lawyer must file a Notice of Appearance (*see* Question 21). If you hire your own lawyer, you will have to pay for that lawyer at your own expense.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold the Fairness Hearing at __:___.m. on Month 00, 0000 in Courtroom 11 of the Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102. The Court may reschedule the Final Approval Hearing without further written notice, so you should check www.WEBSITE.com or call 1-000-000-0000 if you want to find out if the Final Approval Hearing has been rescheduled.

At this hearing the Court will consider whether the Settlement is fair, reasonable and adequate. If there are objections or comments about the Settlement, the Court will consider them. The Court will also consider how much to pay Class Counsel and Class Counsel's request for the Class Representative awards. After the hearing, the Court will decide whether to approve the Settlement.

20. Must I attend the Final Approval Hearing?

No. Class Counsel will answer any questions that the Court may have regarding the terms of the Settlement. But, you or your own lawyer are welcome to attend at your expense. 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 have your own lawyer attend, but it is not necessary.

21. May I speak at the Final Approval Hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intent to Appear in *Wolph v. Acer America Corp.*, No. 3:09cv01314." It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your Notice of Intent to Appear must be postmarked no later than **Month 00, 0000**, and be sent to the addresses listed in Question 14 or served electronically by Electronic Case Filing. You must also state in your objection that you plan on appearing at the hearing.

GETTING MORE INFORMATION

22. Where do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.WEBSITE.com. You may also write with questions to *Wolph v. Acer Americas Corp.* Settlement Administrator, c/o KCC Class Action Services, PO Box 0000, City, State 00000-0000, or call the Settlement Administrator at 1-000-000-0000.

QUESTIONS? CALL 1-800-000-0000 TOLL-FREE, OR VISIT www.WEBSITE.COM

EXHIBIT C

**If you bought an Acer Notebook Computer
pre-installed with Microsoft® Windows Vista,
you could get benefits from a Class Action Settlement**

A settlement has been reached in a class action lawsuit about whether Acer America Corp. (“Acer”) advertised and sold Acer notebook computers that did not contain enough RAM to support the pre-installed Windows Vista operating system. Acer denies all of the claims in the lawsuit, but has agreed to the settlement to avoid the cost and risk of a trial.

Are You Included?

Generally, the settlement includes a “Class” or group of people that includes all U.S. residents who purchased a new Acer notebook computer that: (1) came pre-installed with a Microsoft® Windows Vista Home Premium, Business, or Ultimate operating system; (2) came with 1GB of RAM or less of shared memory for both the system and graphics; (3) was purchased directly from Acer or an authorized retailer; and (4) was not returned for a refund.

What Can You Get?

Those included can receive either:

- A 16 GB USB Flash Drive with ReadyBoost technology;
- A check for \$10;
- A check for up to \$100 for reimbursement of repairs that were made before [notice date] in an effort to resolve performance problems due to RAM; or for Class Members who still own their computer,

- 1 GB or 2 GB laptop memory DIMM that will allow the computer to operate with 2 GB of RAM.

How to Get Benefits

You must complete and submit a Claim Form by **Month 00, 0000** to get benefits. Claim Forms may also be submitted online or by mail and are available at www.WEBSITE.com or by calling 1-000-000-0000.

Your Other Rights & Options

If you submit a Claim Form or do nothing, your rights will be affected. If you don’t want to be legally bound by the Settlement, you must exclude yourself from it by **Month 00, 0000**. Unless you exclude yourself, you won’t be able to sue Acer for any claim relating to this lawsuit. If you stay in the Settlement (i.e. don’t exclude yourself), you may object to it or you may ask for permission for you or your own lawyer to appear and speak at the hearing—at your own cost—but you don’t have to. Objections and requests to appear are due by **Month 00, 0000**.

The Court will hold a hearing in this case (*Wolph v. Acer America Corp.*, No. 3:09cv1314) on Month 00, 0000 to consider whether to approve: the settlement; attorneys’ fees, costs, expenses and incentive awards .

For more information: www.WEBSITE.com 1-000-000-0000

EXHIBIT D

To:
From: administrator@WEBSITE.com
Subject: Acer Notebook Class Action Settlement

If you bought an Acer Notebook Computer pre-installed with Microsoft® Windows Vista, you could get benefits from a class action settlement.

A settlement has been reached in a class action lawsuit about whether Acer America Corp. (“Acer”) advertised and sold Acer notebook computers that did not contain enough RAM to support the pre-installed Windows Vista operating system. Acer denies all of the claims in the lawsuit, but has agreed to the settlement to avoid the cost and risk of a trial.

Are You Included? Acer’s records show that you may be included. Generally, the settlement includes a “Class” or group of people that includes all U.S. residents who purchased a new Acer notebook computer that: (1) came pre-installed with a Microsoft® Windows Vista Home Premium, Business, or Ultimate operating system; (2) came with 1GB of RAM or less of shared memory for both the system and graphics; (3) was purchased directly from Acer or an authorized retailer; and (4) was not returned for a refund.

What Can You Get? Those included can receive either: (1) a 16 GB USB flash drive with ReadyBoost technology; (2) \$10; (3) up to \$100 for reimbursement of repairs that were made before [notice date] in an effort to resolve performance problems due to RAM; or if you still own your computer, (4) a compatible 1 GB or 2 GB laptop memory DIMM that will allow the computer to operate with 2 GB of RAM.

How to Get Benefits. You must complete and submit a Claim Form by **Month 00, 0000**. Claim Forms may be submitted online or by mail and are available at www.WEBSITE.com or by calling 1-000-000-0000.

Your Other Rights & Options. If you submit a Claim Form or you do nothing, your rights will be affected. If you don’t want to be legally bound by the settlement, you must exclude yourself from it by **Month 00, 0000**. Unless you exclude yourself, you won’t be able to sue Acer for any claim relating to this lawsuit. If you stay in the settlement (i.e. don’t exclude yourself), you may object to it or you may ask for permission for you or your own lawyer to appear and speak at the hearing—at your own cost—but you don’t have to. Objections and requests to appear are due by **Month 00, 0000**. More information is in the detailed Notice and Settlement Agreement, which are available at the website.

The Court will hold a hearing in this case (*Wolph v. Acer America Corp.*, No. 3:09cv 1314) on Month 00, 0000 to consider whether to approve: the settlement; attorneys’ fees, costs, expenses and incentive awards.

File your Claim Form online at www.WEBSITE.com or call 1-000-000-0000.

EXHIBIT E

LEGAL NOTICE

If you bought an Acer Notebook Computer pre-installed with Microsoft® Windows Vista, you could get benefits from a class action settlement.

Wolph v. Acer Americas Corp.
Claims Administrator
c/o KCC Class Action Services
PO Box 0000
City, ST 00000-0000

FIRST CLASS
US POSTAGE
PAID
Permit #

[Postal Service: Please do not mark barcode]

ANC-000000000000

John Q. Classmember
0000 Anywhere Street
City, ST, 00000-0000

1-000-000-0000
www.WEBSITE.com

AAW

CLAIM FORM AND INSTRUCTIONS

Before completing this claim form and mailing it so it is postmarked no later than **[Month 00, 0000]**, read each reward election carefully to determine which benefit you are entitled to receive under the settlement:

I. Class Computer Information & Reward Election

I no longer own my Class Computer: If you no longer own your Class Computer, please choose one of the two options below.

- 16 GB USB Flash Drive with ReadyBoost technology \$10 check

I currently own my Class Computer: If you currently own your Class Computer, please choose one of the three options below.

- 16 GB USB Flash Drive with ReadyBoost technology
 \$10 check

1 GB or 2 GB laptop memory DIMM sufficient to allow your Class Computer to operate with 2 GB of RAM. Indicate your ComputerModel: _____ ComputerSubmodel: _____

I paid a third party to repair my Class Computer: If you paid a third party to repair your Class Computer, before [notice date], to resolve alleged problems regarding performance issues directly attributed to inadequate memory, please select the following option in lieu of the options above. In addition, **you must provide proof of obtaining repairs** either online or in a separate envelope (i.e. receipts, credit card statements, or invoices, showing (a) a date of service prior to [notice date], (b) the model or serial number of the Class Computer, (c) the purchase of additional RAM or other repairs related to insufficient RAM, and (d) the amount paid for the repairs).

\$ _____ check for reimbursement of repairs (Please write the amount of repairs, up to, but not more than \$100). By choosing this election and signing below, you are certifying under penalty of perjury, that you sought and obtained repairs from a third party because your Class Computer was experiencing unusual freezing, crashing, memory problems, or slow performance that was below your expectations given the price paid for the Class Computer.

Mail my benefit to a different address: If you would like your benefit mailed to an address that is different from the one on the front of this Notice **you must provide proof that you currently live at that address** (i.e. utility bill, driver's license, etc.).

Mail my benefits to my new address (proof of new address enclosed)

II. Declaration and Signature: I attest under penalty of perjury that the Acer computer reflected on this Claim Form was purchased by me as a new computer in the United States from Acer or an Acer Authorized Reseller and has not been returned for a refund.

Dated: _____ Signature: _____

Print Name: _____

A settlement has been reached in a class action lawsuit about whether Acer America Corp. (“Acer”) advertised and sold Acer notebook computers that did not contain enough RAM to support the pre-installed Windows Vista operating system. Acer denies all of the claims in the lawsuit, but has agreed to the settlement to avoid the cost and risk of a trial.

Are You Included? Acer’s records show that you may be included. Generally, the settlement includes a “Class” or group of people that includes residents of the U.S. who purchased a new Acer notebook computer that: (1) came pre-installed with a Microsoft® Windows Vista Home Premium, Business, or Ultimate operating system; (2) came with 1GB of RAM or less as shared memory for both the system and graphics; (3) was purchased directly from Acer or an authorized retailer; and (4) was not returned for a refund.

What Can You Get? Those included can receive either: (1) a 16 GB USB flash drive with ReadyBoost technology; (2) \$10; (3) up to \$100 for reimbursement of repairs that were made before [notice date] in an effort to resolve performance problems due to RAM; or if you still own your computer (4) a compatible 1 GB or 2 GB laptop memory DIMM that will allow the computer to operate with 2 GB of RAM.

How to Get Benefits. You must complete and submit a Claim Form by **Month 00, 0000**. A Claim Form is attached to this Notice. Claim Forms may also be submitted online or by mail and are available at www.WEBSITE.com or by calling 1-000-000-0000.

Your Other Rights & Options. If you submit a Claim Form or you do nothing, your rights will be affected. If you don’t want to be legally bound by the settlement, you must exclude yourself from it by **Month 00, 0000**. Unless you exclude yourself, you won’t be able to sue Acer for any claim relating to this lawsuit. If you stay in the settlement (i.e. don’t exclude yourself), you may object to it or you may ask for permission for you or your own lawyer to appear and speak at the hearing—at your own cost—but you don’t have to. Objections and requests to appear are due by **Month 00, 0000**. More information is in the detailed notice and Settlement Agreement, which are available at the website.

The Court will hold a hearing in this case (*Wolph v. Acer America Corp.*, No. 3:09cv1314) on Month 00, 0000 to consider whether to approve: the settlement; attorneys’ fees, costs, expenses and incentive awards.

File your Claim Form online at www.WEBSITE.com or call 1-000-000-0000.

Wolph v. Acer Americas Corp. Claims Administrator
c/o KCC Class Action Services
P.O. Box #####
Providence, RI #####-####

«Barcode»

EXHIBIT F

**If You Bought an Acer Notebook Computer with a
Microsoft® Vista Windows Operating System**
You May be Eligible to Get Benefits From a Class Action Settlement
Visit www.AcerSettlement.com