

**IF YOU DOWNLOADED A FREE TRIAL OF SPEEDYPC PRO SOFTWARE AND THEN PURCHASED THE FULL VERSION OF SPEEDYPC PRO, A CLASS ACTION LAWSUIT MAY AFFECT YOUR RIGHTS.**

**NOTICE OF CLASS ACTION**

A Federal Court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

- A lawsuit has been filed against SpeedyPC Software (“SpeedyPC”), the maker of SpeedyPC Pro Software (the “Software”). The lawsuit alleges that SpeedyPC deceptively advertised and sold the Software as capable of enhancing a personal computer’s speed, performance, and security by detecting and repairing harmful errors, threats and viruses, but that it does not and cannot perform all of the functions advertised. SpeedyPC denies these allegations and any wrongdoing. The lawsuit is called *Beaton v. SpeedyPC Software*, No. 1:13-cv-08389, and is in the U.S. District Court for the Northern District of Illinois. You need not live in Illinois to participate.
- The Court decided this lawsuit should be a class action on behalf of any person living in the United States who downloaded a free trial of the Software and then purchased the full version of the Software between October 28, 2011 and November 21, 2014. The full class definition is detailed below in Question 10.
- The Court has not yet decided whether SpeedyPC did anything wrong. There is no money available now and no guarantee that there will be any money in the future. Your legal rights are affected, however, and you have a choice to make now:

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT:**

<b>DO NOTHING</b>	<b>Stay in this lawsuit. Await the outcome. Give up certain rights.</b>  By doing nothing, you automatically keep the possibility of getting money or benefits that may come from a trial or settlement in this lawsuit. But, you give up any rights to separately sue SpeedyPC about the issues involved in this lawsuit.
<b>ASK TO BE EXCLUDED</b>	<b>Get out of this lawsuit. Get no benefits from it. Keep rights.</b>  If you ask to be excluded and money or other benefits are later obtained, you won’t share in those. But, you keep any rights to separately sue SpeedyPC about the same matters in this lawsuit.

- Your options are explained in this Notice. To ask to be excluded, you must act before July 13, 2020. To remain a part of the lawsuit as a Class Member, you do not need to do anything.
- If this case is not dismissed, resolved by motions, or settled before trial, Plaintiff’s lawyers must prove the claims against SpeedyPC at trial. If don’t exclude yourself from the lawsuit, and money or benefits are obtained from SpeedyPC, you will be notified about how to potentially receive a share.

**BASIC INFORMATION**

**1. Why was this Notice issued?**

The Court authorized this Notice to explain that the Court has allowed, or “certified,” a class action lawsuit that may affect you. You have legal rights and options that you may exercise in this case, as described below. Judge Andrea R. Wood of the United States District Court for the Northern District of Illinois is overseeing this class action. The lawsuit is known as *Beaton v. SpeedyPC Software*, No. 1:13-cv-08389 (N.D. Ill.).

## **2. What is this lawsuit about?**

This lawsuit claims that Defendant SpeedyPC deceptively advertised and sold the SpeedyPC Pro Software as capable of enhancing a personal computer's speed, performance, and security by detecting and repairing harmful errors, threats and viruses, but that it does not and cannot perform all of the functions advertised. The lawsuit claims that, through this conduct, SpeedyPC breached the implied warranties of fitness for a particular purpose and merchantability and violated the Illinois Consumer Fraud Act. SpeedyPC denies those allegations and any wrongdoing.

## **3. What is a class action and who is involved?**

In a class action, a person called the "Class Representative" (in this case, Archie Beaton) sues on behalf of a group of people who may have similar claims. The people together are a "Class" or "Class Members." The individual who sues is called the Plaintiff. The company he sues (in this case, SpeedyPC) is called the Defendant. In a class action, the Court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

## **4. Why is this lawsuit a class action?**

The Court decided that this lawsuit can be a class action because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts. Specifically, the Court found that:

- Thousands of individuals downloaded the free version of the allegedly fraudulent Software and then purchased the full version of the allegedly fraudulent Software;
- There are legal questions and facts that are common to each of them;
- Archie Beaton's claims are typical of the claims of the rest of the Class and Subclass;
- Mr. Beaton and the lawyers from Edelson PC representing the Class and Subclass will fairly and adequately represent the interests of the Class and Subclass;
- The common legal questions and facts outweigh questions that affect only individuals; and
- This class action will be more efficient than having many individual lawsuits.

More information about why the Court is allowing this lawsuit to be a class action is in the Court's Order Re: Class Certification, which is available in the "Court Documents" section of this Website.

# **THE CLAIMS IN THE LAWSUIT**

## **5. What does the lawsuit complain about?**

This lawsuit claims that Defendant SpeedyPC deceptively advertised and sold the Software as capable of enhancing a personal computer's speed, performance, and security by detecting and repairing harmful errors, threats and viruses, but that it does not and cannot perform all of the functions advertised.

The lawsuit claims that, through this conduct, SpeedyPC breached the implied warranties of fitness for a particular purpose and merchantability and violated the Illinois Consumer Fraud Act. You can read a copy of the Plaintiff's Complaint in the "Court Documents" section of this Website.

## **6. How does Defendant SpeedyPC answer?**

Defendant SpeedyPC denies that it did anything wrong or violated any laws. It contends that the Software operates as advertised. You can read SpeedyPC's Answer and Affirmative Defenses to Plaintiff's Complaint in the "Court Documents" section of this Website.

## **7. Has the Court decided who is right?**

The Court has not decided whether the Plaintiff or Defendant is right. By establishing the Class and Subclass and issuing this Notice, the Court is not suggesting that the Plaintiff will win or lose in this case. Unless the case settles, Plaintiff must prove his claims at trial or through legal motions to recover money or other benefits.

### 8. What is the Plaintiff asking for?

The Plaintiff is asking the Court to award each Class Member monetary damages in an amount to be determined at trial. Plaintiff is also asking the Court to enter an order prohibiting SpeedyPC from engaging in the allegedly wrongful and unlawful acts at issue in the lawsuit. SpeedyPC denies that Plaintiff and the Class Members are entitled to anything.

### 9. Is there any money available now?

No money or benefits are available now because the Court has not decided whether SpeedyPC did anything wrong, and the two sides have not settled the case. There is no guarantee that money or benefits will ever be obtained. If they are and you don't exclude yourself from the Class, you will be notified about how to receive a share.

## WHO IS IN THE CLASS?

You need to determine whether you are affected by this lawsuit.

### 10. Am I a part of the Class or Subclass?

The Court certified a Class and a Subclass, each defined as follows:

- **Class:** All individuals living in the United States who downloaded a free trial of SpeedyPC Pro and thereafter purchased the full version between October 28, 2011 and November 21, 2014.
- **Subclass:** All Class Members who reside in Illinois.

## YOUR RIGHTS AND OPTIONS

You have a choice about whether to remain in this lawsuit or ask to be excluded, and **you have to decide this now.**

### 11. What happens if I do nothing at all?

By doing nothing, you are staying in the lawsuit. If you stay in the lawsuit and the Plaintiff obtains money or benefits, either as a result of any trial or settlement, you will be notified about how to receive a share. Keep in mind that if you do nothing and remain a Class Member, regardless of whether the Plaintiff wins or loses the legal motions or trial, you will not be able to separately sue, or continue to separately sue SpeedyPC—as part of any other lawsuit—about the same issues that are the subject of this lawsuit. This means that if you do nothing, you will not be able to sue SpeedyPC for deceptively advertising and selling the Software as being capable of enhancing a personal computer's speed, performance, and security by detecting and repairing harmful errors, threats and viruses even though it does not and cannot perform all of the functions advertised. You will also be legally bound by all of the Orders the Court issues and judgments the Court makes in this lawsuit.

### 12. Why would I ask to be excluded?

If you do not want to be a part of this lawsuit, or if you want to pursue your own lawsuit against SpeedyPC for the same allegedly fraudulent software, you may exclude yourself from this lawsuit. If you exclude yourself—which is sometimes called “opting-out” of the Class or Subclass—you won't get any money or benefits from this lawsuit if any are obtained as a result of the trial, legal motions, or from any settlement (if this case is settled) between SpeedyPC and Plaintiff. However, you may be able to separately start your own lawsuit against or continue to separately sue SpeedyPC for the issues in this lawsuit. If you exclude yourself, you will not be legally bound by the Court's judgments in this class action.

If you start your own lawsuit against SpeedyPC after you exclude yourself, you'll have to prove your claims, and if you want to be represented by a lawyer, pay for that lawyer yourself. If you exclude yourself so you can start or continue your own lawsuit against SpeedyPC, you should talk to your lawyer soon, because your claims may be subject to a statute of limitations or another deadline.

### 13. How do I ask the Court to exclude me from the Class?

To exclude yourself from the Class or Subclass, you must mail or otherwise deliver a letter (or request for exclusion) stating that you want to be excluded from *Beaton v. SpeedyPC Software*, No. 1:13-cv-08389 (N.D. Ill.). Your letter or

request for exclusion must include your name, email address, mailing address and your signature. You must mail your exclusion request no later than July 13, 2020 to:

SpeedyPC Class Action Lawsuit  
c/o Administrator  
PO Box 34728  
Philadelphia, PA 19101-4728

## THE LAWYERS REPRESENTING YOU

### 14. Do I have a lawyer in this case?

The Court has appointed a team of lawyers from the law firm of Edelson PC to represent the Class and Subclass. They are called "Class Counsel." They are experienced in handling similar class action cases. More information about these lawyers, Edelson PC, and their experience is available at [www.edelson.com](http://www.edelson.com).

### 15. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want to hire your own lawyer, you certainly can, but you will have to pay that lawyer yourself. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

### 16. How will the lawyers be paid?

If Class Counsel obtains money or benefits for the Class and Subclass, they may ask the Court for attorneys' fees and expenses. You won't have to pay these fees and expenses. If the Court grants Class Counsel's request, the fees and expenses would be either deducted from any money obtained for the Class and Subclass or paid separately by SpeedyPC.

## THE TRIAL

### 17. How and when will the Court decide who is right?

As long as the case is not decided through legal motions or settled, Class Counsel will have to prove the Plaintiff's claims at a trial. The trial will be heard at Everett McKinley Dirksen United States Courthouse, 219 S. Dearborn St., Chicago, Illinois 60605, but a trial date is not yet scheduled. During the trial, a Jury or the Judge will hear all of the evidence to help them reach a decision about whether the Plaintiff or SpeedyPC is right about the claims in the lawsuit. There is no guarantee that the Plaintiff will win or that he will get any money for the Class and Subclass.

### 18. Do I have to come to the trial?

You do not need to attend the trial. Class Counsel will present the case for the Plaintiff and SpeedyPC's counsel will present SpeedyPC's defenses. You or your own lawyer are welcome to come at your own expense.

### 19. Will I get money after the trial?

If the Plaintiff obtains money or benefits for the Class or Subclass as a result of the trial or a settlement, you will be notified about how to receive a share. Currently, we do not know if any money or benefits will be available or how long this process will take.

## GETTING MORE INFORMATION

### 20. Where do I get more information?

This website contains several Court Documents that contain additional information about the case. It will be updated with the most current information about the lawsuit as it becomes available. You may also write with questions to SpeedyPC Class Action Administrator, SpeedyPC Class Action, c/o Administrator, PO Box 34728, Philadelphia, PA 19101-4728. You can call the SpeedyPC Class Action Administrator at 1-844-484-0402 or Class Counsel at (312) 589-6370, if you have any questions. Before doing so, however, please read this full Notice carefully.

By Order of the Court Dated: March 10, 2020