

# Wisconsin consumers and businesses may claim Microsoft settlement benefits.

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## *Settlement to provide up to \$223,896,000 in benefits*

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A settlement has been reached in class action lawsuits against Microsoft on behalf of Wisconsin consumers and businesses that acquired Microsoft software from December 7, 1993 through April 30, 2003, for use in Wisconsin, and not for resale. Shortly after “final” court approval of the settlement, Microsoft will distribute up to \$223,896,000 in vouchers that eligible consumers and businesses can redeem to buy computers, peripheral computer hardware, or computer software made by any manufacturer. Eligible Microsoft software users may now request a claim form for the vouchers.

### **WHAT ARE THESE CASES ABOUT?**

The Plaintiffs in the lawsuits claim that Microsoft violated Wisconsin’s antitrust and unfair competition laws and thereby overcharged consumers for some of its software. Microsoft denies these claims and contends that it developed and sold high quality and innovative software at fair and reasonable prices. The Court did not decide in favor of the Plaintiffs or Microsoft. Instead, both sides agreed to a settlement.

### **WHAT DOES THE SETTLEMENT PROVIDE?**

You are eligible for vouchers if you resided in or were located in Wisconsin and you acquired the Microsoft software listed below, or a computer on which the software was already installed, for use in Wisconsin. The vouchers are worth \$23 for each Microsoft “Office” and Microsoft “Excel” license; \$15 for each Microsoft “Windows” and “MS-DOS” license; and \$10 for each Microsoft “Word” (including “Home Essentials” and “Works Suite”) license. You are entitled to claim the specified amounts for each computer on which you were lawfully entitled to use the Microsoft software in Wisconsin. Also, if you acquired multiple versions of the same product (or separately acquired upgrades), you’re entitled to the specified amounts for each version or upgrade. More information is in a detailed notice at the Web site below.

If the total value of vouchers issued to Class members is less than \$223,896,000, one-half of the remaining amount will be distributed as vouchers for hardware, software and technology services to certain Wisconsin public, tribal, and BIA schools that serve students from low-income households. The total value of vouchers issued but not redeemed will also be distributed to Wisconsin public, tribal, and BIA schools. Any of these vouchers that remain unused by the schools may be given to these schools or other needy organizations in Wisconsin.

### **HOW DO YOU GET BENEFITS?**

Simply call or go to the Web site to get a claim form. To get benefits you need to fill out and send in a claim form postmarked no later than **June 30, 2007** or 30 days after the Court grants “final approval” to the settlement, whichever comes

later. You may also fill one out and submit it online for up to five licenses. If you acquired up to five copies of qualifying Microsoft products up to \$100, you can use a Standard Claim Form to ask for benefits, and you do not have to provide any additional documents or proof for your software. If your claim is larger, you can also use a Standard Claim Form, but you will need to provide additional information. If you are a volume licensee (e.g., “Open,” “Select,” or “Enterprise”), you need a Volume License Claim Form. All the claim forms are available at [www.microsoftWSuit.com](http://www.microsoftWSuit.com) or by calling 1-800-598-3050 toll-free. Claims may be audited and penalties apply for false claims.

### **TRANSFERRING YOUR BENEFITS.**

You may transfer—sell, donate or gift—up to \$650 of your settlement vouchers to a public, tribal, and BIA school or charity of your choice. Vouchers may be transferred to anyone who does not intend to resell them. Transferred vouchers may be redeemed up to \$10,000. Vouchers can be transferred only once.

### **WHAT ARE YOUR OTHER OPTIONS?**

If you don’t want vouchers and you don’t want to be legally bound by the settlement, you must exclude yourself by **February 13, 2007**, or you won’t be able to sue Microsoft about the claims in these lawsuits ever again. If you exclude yourself, you can’t get any vouchers. If you don’t exclude yourself, you may object in writing no later than **February 13, 2007**, to any part of the settlement. Attorneys’ fees, costs, and expenses, and incentive awards, will be paid separately by Microsoft and will not reduce the settlement benefits you get. The lawyers representing you will request \$33 million in attorneys’ fees, plus reasonable costs, and expenses, plus \$5,000 as an incentive award for each Class Representative who helped the lawyers on behalf of the whole Class. The detailed notice explains how to object or ask to be excluded. The Circuit Court of Wisconsin, Milwaukee County, will hold a hearing in these cases, called *Spence v. Microsoft Corp.* (No. 00-CV-003042), *Capp v. Microsoft Corp.* (No. 05-CV-011127), and *Bettendorf v. Microsoft Corp.* (No. 05-CV-010927), on **March 30, 2007**, to decide whether to give final approval to the settlement, and to consider the lawyers’ request for fees, costs, expenses, and incentive awards. You or your lawyer may appear at the hearing, at your own cost. If the settlement is approved, Microsoft will be released from liability for claims in these cases as stated in the Settlement Agreement. For more details, call toll-free or go to the Web site below.

**1-800-598-3050**  
**[www.microsoftWSuit.com](http://www.microsoftWSuit.com)**