

# EXHIBIT A

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

IN RE HUDSON'S BAY COMPANY DATA  
SECURITY INCIDENT CONSUMER  
LITIGATION

Case No. 1:18-cv-08472 (PKC)

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Agreement” or “Settlement Agreement”), dated as of April 29, 2021, is made and entered into by and among the following parties: (i) Debbie Carthan, Bernadette Beekman, Julia A. Harris, Cassondra Joseph, Margo Kyler Knight, Jane Lefkowitz, Leslie Levitt-Raschella, Kelly Whitaker (formerly known as Kelly McGurn), Dennis Meduri, Giorgina Meduri, Greta Moss, Alexandria Rudolph, Jeanne Sacklow, Erika Targum, and Mark Wade (“Representative Plaintiffs”), individually and on behalf of the Class, by and through Timothy J. Peter of Faruqi & Faruqi, LLP and Janine Pollack of Calcaterra Pollack LLP (“Class Counsel”); and (ii) Hudson’s Bay Company ULC (formerly known as Hudson’s Bay Company), Saks Incorporated, Saks Fifth Avenue LLC, Saks & Company LLC, and Lord & Taylor LLC (collectively, “Defendants”) (together with Representative Plaintiffs, the “Parties”), by and through its counsel of record, Gregory T. Parks of Morgan, Lewis & Bockius LLP.

## **RECITALS**

1.01. On April 5, 2018, the action styled *Beekman v. Lord & Taylor, LLC*, Case No. 1:18-cv-005210-UNA was filed in the United States District Court for the District of Delaware (the “*Beekman* Action”) against Lord & Taylor LLC. On October 5, 2018, Lord & Taylor LLC filed its Motion to Transfer the action to the Southern District of New York pursuant to 28 U.S.C. § 1404(a). The Motion to Transfer was granted on April 25, 2019, transferring the *Beekman* Action on May 9, 2019 as Case No. 1:19-cv-04199. On April 11, 2018, the action styled *Sacklow v. Saks Incorporated*, Case No. 3:18-cv-00360 was filed in the United States District Court for the Middle District of Tennessee (the “*Sacklow* Action”) against Saks Incorporated. On November 6, 2018, Saks Incorporated filed its Motion to Transfer the action to the Southern District of New York pursuant to 28 U.S.C. § 1404(a). The Motion to Transfer was granted on April 25, 2019, transferring the *Sacklow* Action on May 9, 2019 as Case No. 1:19-cv-04186. On June 8, 2018, the

action styled *Rudolph v. Saks & Company LLC*, Case No. 2:18-cv-05107 was filed in the United States District Court for the Central District of California (the “*Rudolph* Action”), against Saks & Company LLC. On September 12, 2018, Plaintiff Alexandria Rudolph and Saks & Company LLC jointly stipulated to transfer the *Rudolph* Action to the Southern District of New York. The joint stipulation was granted on September 13, 2018, transferring the *Rudolph* Action on September 18, 2018 as Case No. 1:18-cv-08472. Defendants moved to dismiss the *Rudolph* Action, and the Court issued an order on May 7, 2019 granting in part and denying in part that motion.

1.02. On August 9, 2019, the plaintiffs in the *Beekman* Action, *Sacklow* Action, and *Rudolph* Action filed a Consolidated Class Action Complaint in the Southern District of New York in the newly styled action *In re Hudson’s Bay Company Data Security Incident Consumer Litigation*, Case No. 1:18-cv-08472 against Defendants (the “Litigation”), with the following plaintiffs: Bernadette Beekman, Debbie Carthan, John Cona, Wendy Haggarty, Julia A. Harris, Cassandra Joseph, Margo Kyler Knight, Jane Lefkowitz, Leslie Levitt-Raschella, Kelly Whitaker (formerly known as Kelly McGurn), Dennis Meduri, Georgina Meduri, Greta Moss, Larry Payne, Alexandria Rudolph, Jeanne Sacklow, Hope Tafet, Erika Targum, Latusha Vains and Mark Wade. A Second Consolidated Amended Class Action Complaint was filed on September 20, 2019, removing plaintiffs Bernadette Beekman, John Cona, Hope Tafet, Latusha Vains, and Larry Payne (the “Complaint”). The Complaint asserts claims against Defendants for negligence, breach of implied contract, unjust enrichment/quasi-contract, breach of confidence, and violations of the following acts: Arizona Consumer Fraud Act, California Unfair Competition Law, California Consumer Legal Remedies Act, California Customer Records Act, Connecticut’s Unfair Trade Practices Act, Florida Deceptive and Unfair Trade Practices Act, Illinois Consumer Fraud Act, New Jersey Consumer Fraud Act, New Jersey Consumer Security Breach Disclosure Act, New

York Consumer Law for Deceptive Acts and Practices, Texas Deceptive Trade Practices and Consumer Protection Act, Nevada Deceptive Trade Practices Act, and Georgia Fair Business Practices Act arising out of the “Security Incident” (defined in ¶ 1.24 below).

1.03. On November 18, 2019, Defendants moved to dismiss the Complaint, arguing that it should be largely dismissed pursuant to Fed. R. Civ. P. 12(b)(1) and (b)(6). As of the execution of this Agreement, the Court has not yet issued a decision on Defendants’ Motion to Dismiss Plaintiffs’ Second Consolidated Amended Class Action Complaint.

1.04. Defendants deny all material allegations of the Complaint. Defendants specifically dispute that they are liable in any way for the Security Incident and that Representative Plaintiffs and putative class members are entitled to any relief from Defendants. Defendants further assert that neither the Representative Plaintiffs nor the putative class have suffered harm and that the complications of managing a potential trial in this matter would preclude class certification in the absence of a settlement. Nevertheless, given the risks, uncertainties, burden, and expense of continued litigation, Defendants have agreed to settle this Litigation on the terms set forth in this Agreement, subject to Court approval.

1.05. This Agreement resulted from good faith, arm’s-length settlement negotiations, including mediation sessions before the Hon. Diane Welsh (Ret.). Prior to the mediation, Defendants produced, and Class Counsel reviewed, a substantial number of documents relating to the Security Incident, including a Payment Card Industry (“PCI”) Forensic Investigation Report, which outlines Defendants’ terminals affected by the malware according to the investigator; correspondence between Defendants and various financial institutions; internal communications of Defendants related to the incident and data security measures; and relevant insurance policies.

1.06. Class Counsel represent that they conducted a thorough examination and evaluation of the relevant law and facts to assess the merits of the claims to be resolved in this Settlement Agreement and how best to serve the interests of the putative class in the Litigation. Based on this investigation and the negotiations described above, Class Counsel have concluded, taking into account the sharply contested issues involved, the risks, uncertainty and cost of further prosecution of this Litigation, and the substantial benefits to be received by the Settlement Class pursuant to this Agreement, that a settlement with Defendants on the terms set forth in this Agreement is fair, reasonable, adequate and in the best interests of the Settlement Class.

1.07. The Parties understand, acknowledge, and agree that the execution of this Agreement constitutes the settlement and compromise of disputed claims. This Agreement is inadmissible as evidence against any of the Parties except to enforce the terms of the Agreement and is not an admission of wrongdoing or liability on the part of any of the Parties to this Agreement. It is the Parties' desire and intention to enter into a full, complete, and final settlement and resolution of all existing disputes and claims as set forth herein.

1.08. The settlement contemplated by this Agreement is subject to preliminary and final approval by the Court. This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle all claims and causes of action asserted, or that could have been asserted, against Defendants and the other Released Persons (as defined in ¶¶ 1.8 and 1.21 below) arising out of or relating to the Security Incident, by and on behalf of the Representative Plaintiffs and Settlement Class Members (as defined in ¶ 1.31 below), and any other such actions by and on behalf of any other consumers and putative classes of consumers originating, or that may originate, in jurisdictions in the United States.

## 1. DEFINITIONS.

As used in the Settlement Agreement, the following terms have the meanings specified below:

1.1. “Approved Claim” means a Settlement Claim approved by the Settlement Administrator pursuant to ¶ 2.2 of this Settlement Agreement.

1.2. “Claims Administration” means the processing of Claim Forms received from Settlement Class Members and the processing of Settlement Benefits on Approved Claims by or as directed by the Settlement Administrator, and other tasks related to the Settlement as directed and approved by Class Counsel and counsel for Defendants.

1.3. “Claims Deadline” means the deadline by which Settlement Class Members must submit any Settlement Claims.

1.4. “Claim Form” means the claim forms attached as Exhibits A-1 and A-2, or a claim form approved by the Court that is substantially similar to Exhibits A-1 and A-2.

1.5. “Claims Period” means the time for Settlement Class Members to submit claims, running from the commencement of the Notice Program through the Claims Deadline.

1.6. “Class” means all persons who used their credit, debit or prepaid debit card (other than a Saks First branded credit card) at a Saks, Saks OFF 5TH, or Lord & Taylor store in the United States and in U.S. territories during the Exposure Window. Excluded from the Class are Defendants, any of their parents or subsidiaries, any entities in which they have a controlling interest, as well as their current and former officers, directors, corporate affiliates, legal representatives, heirs, predecessors, successors, and assigns. Also excluded are any judges to whom this case is assigned as well as his or her judicial staff and immediate family members.

1.7. “Class Counsel” means Timothy J. Peter of Faruqi & Faruqi, LLP and Janine Pollack of Calcaterra Pollack LLP.

1.8. “Defendants” means Hudson’s Bay Company ULC, Saks Incorporated, Saks Fifth Avenue LLC, Saks & Company LLC, and Lord & Taylor LLC.

1.9. “Class Member” and “Class Members” mean all persons who fall within the definition of the Class.

1.10. “Costs of Settlement Administration” mean all actual costs associated with or arising from Claims Administration and the Notice Program as set forth in ¶ 4.

1.11. “Defendant Hudson’s Bay Company” means Hudson’s Bay Company ULC alone and not Saks Incorporated, Saks Fifth Avenue LLC, Saks & Company LLC, and Lord & Taylor LLC.

1.12. “Effective Date” means the first date by which all of the events and conditions specified in ¶ 10.1 herein have occurred and been met.

1.13. “Exposure Window” means the period May 1, 2017 through April 1, 2018, the date range alleged to be associated with the Security Incident.

1.14. “Judgment” means a final order and judgment rendered by the Court that, among other things, finally approves the Settlement Agreement and is consistent with ¶¶ 3.2, 8.2 and 8.3 and is in the form of, or materially in the form of, the proposed Final Approval Order and Judgment attached as Exhibit F.

1.15. “Notice Program” means the notice plan to be disseminated to the Class pursuant to the Preliminary Approval Order and ¶¶ 4.1 to 4.8 of this Settlement Agreement.

1.16. “Parties” mean, collectively, Defendants and Representative Plaintiffs, individually and on behalf of the Class.

1.17. “Payment Card” means a credit, debit or prepaid debit card (other than a Saks First branded credit card).



1.18. “Personal Information” means information that is or could be used, whether on its own or in combination with other information, to identify, locate, or contact a person, and further includes, without limitation, names, addresses, Payment Card numbers, expiration dates, security and service codes, and any other Payment Card related information.

1.19. “Plaintiffs’ Counsel” means Faruqi & Faruqi, LLP; Calcaterra Pollack LLP; Balestriere Fariello LLP; Barnow and Associates, P.C.; Stull, Stull, & Brody; Levin Sedran & Berman, LLP; Goldenberg Schneider, LPA; Mason Lietz & Klinger LLP; The Sultzer Law Group P.C.; Wolf Haldenstein Adler Freeman & Herz LLP; Kaplan Fox & Kilsheimer LLP; Morgan & Morgan Complex Litigation Group; The Grant Law Firm, PLLC; Kantrowitz, Goldhamer & Graifman, P.C.; Anderson Sleater Sianni, LLC; and Sanford Heisler Sharp, LLP.

1.20. “Preliminary Approval Order” means an order preliminarily approving the Settlement Agreement and, among other things, ordering that notice be provided to the Class, in the form of or materially in the form of the proposed Preliminary Approval Order attached as Exhibit E.

1.21. “Released Persons” mean Defendants, and their current and former parent companies, subsidiaries, affiliated individuals and entities, divisions, legal successors, predecessors (including companies they have acquired, purchased or absorbed), assigns, and joint venturers, and each and all of their respective officers, partners, directors, owners, stockholders, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, benefits administrators, investors, funds, indemnitees, insurers, and reinsurers, past, present, and future, and all persons acting under, by through, or in concert with any of them.

1.22. “Released Claims” mean any and all injuries, losses, damages, costs, expenses, compensation, claims, suits, rights, rights of set-off and recoupment, demands, actions, obligations, and causes of action, and liabilities of any and every kind, nature, type, description, or character, whether known or unknown, contingent or vested, in law or in equity, based on direct or vicarious liability, and regardless of legal theory, of any Settlement Class Member that: (a) relate to, are based on, concern, or arise out of any allegation that Defendants or any of the other Released Persons has any liability for the Security Incident; or (b) were asserted or could have been asserted (whether individually or on a class-wide basis) in the Litigation based on the facts alleged in the Complaint, including without limitation, any claims alleging negligence, negligence per se, breach of contract, breach of implied contract, breach of fiduciary duty, breach of confidence, invasion of privacy, misrepresentation (whether fraudulent, negligent, or innocent), unjust enrichment, bailment, wantonness, and/or failure to provide adequate notice pursuant to any breach notification statute or common law duty, and any federal, state, or local statutory or regulatory claims, including, but not limited to, the consumer protection laws and unfair and deceptive trade practice laws or other common laws or statutes of all fifty (50) states, U.S. territories, and the United States, and further including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees, costs, expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that any Settlement Class Member has, has asserted, could have asserted, or could assert against any of the Released Persons based on, relating to, concerning, or arising out of the Security Incident (including but not limited to the alleged theft or compromise of Payment Card information and other Personal Information) or the

allegations, facts, or circumstances described in the Litigation and/or Complaint. The Released Claims shall not release any Representative Plaintiff or Settlement Class Member's right to enforce this Settlement Agreement. The Released Claims shall be accorded the broadest preclusive scope and effect permitted by law against the Settlement Class Members and this definition of Released Claims is a material term of this Settlement Agreement.

1.23. "Report on Compliance" means an annual report conducted by a PCI-approved Qualified Security Assessor pursuant to PCI rules and requirements to assess a merchant's compliance with PCI requirements.

1.24. "Security Incident" means the third-party criminal cyberattack and the related consequences of that attack occurring between approximately May 1, 2017 and approximately April 1, 2018 affecting certain of Defendants' retail stores, including the placement of malware on point of sale systems targeting customers' Payment Card information as more fully described in Defendants' disclosures of April 2018, and that is the subject of the Litigation and Complaint.

1.25. "Settlement Administrator" means Analytics LLC, as agreed by the Parties, which is experienced in formulating and effectuating notice programs and administering class action claims, generally and specifically those of the type provided for and made in data breach litigation.

1.26. "Settlement Benefits" mean the amounts potentially recoverable and the protection potentially receivable by a Settlement Class Member under ¶ 2.1 of this Settlement Agreement.

1.27. "Settlement Claim" means a claim or request by means of a Claim Form for any of the Settlement Benefits.

1.28. "Settlement Class" means all Class Members except those who timely and validly request exclusion from the Settlement Class.

1.29. “Settlement Class Member” and “Settlement Class Members” mean all persons who fall within the definition of the Settlement Class.

1.30. “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including any of the Representative Plaintiffs, does not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with and release of the Released Persons, or might have affected his or her decision not to object to this Settlement Agreement, to request exclusion, and/or to participate in the Settlement Class. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Representative Plaintiffs expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542 to the extent applicable, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Settlement Class Members, including Representative Plaintiffs may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Released Claims, but Representative Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims, including Unknown Claims. The Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement.

1.31. “Valid Claim Form” means a Claim Form submitted by a Settlement Class Member that includes an Approved Claim.

## **2. COMPENSATORY AND STRUCTURAL RELIEF.**

### **2.1. Amounts Recoverable.**

2.1.1. Settlement Class Members are eligible to submit a single Settlement Claim for either Tier 1 or Tier 2 relief, but not both, as outlined herein.

2.1.2. Tier 1 - Settlement Class Members who submit a Claim Form in the form attached as Exhibit A-1 that: (i) either (a) via online submission, provides proof of a Payment Card transaction (via receipt, Payment Card statement, or other proof of transaction) during the Exposure Window; or (b) by hard copy mail, provides a written statement under penalty of perjury that they made a transaction at a Saks, Saks OFF 5TH, or Lord & Taylor store in the U.S., or the U.S. territories, using a Payment Card during the Exposure Window together with the store location (city/state), the approximate date of the transaction, the last four digits of the Payment Card number used, and a general description of what they bought or returned; and (ii) indicates on the Claim Form in the space provided that they spent time monitoring Payment Card statement(s) or taking other steps to address the Security Incident, shall receive \$30 if the Settlement Claim is

determined to be an Approved Claim by the Settlement Administrator. Regardless of the number of affected Payment Cards for any given Settlement Class Member, only one (1) \$30 payment will be issued per Settlement Class Member under Tier 1.

2.1.3. Tier 2 - Settlement Class Members who submit a Claim Form in the form attached as Exhibit A-2 via online submission, and provide both proof of a Payment Card transaction at a Saks, Saks OFF 5TH, or Lord & Taylor store in the U.S., or the U.S. territories, (receipt or Payment Card statement or other proof of transaction) during the Exposure Window and documented proof of extraordinary out-of-pocket fraud costs that were not reimbursed, including: (1) costs and expenses spent addressing identity theft or fraud; (2) losses caused by restricted access to funds (e.g., costs of taking out a loan, ATM withdrawal fees); (3) late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, and/or card cancellation or replacement fees; (4) unauthorized charges on credit or debit cards; (5) unauthorized withdrawal of funds from bank accounts (e.g., checking, savings and money market); and (6) other documented losses that were not reimbursed, shall receive the amount of those documented costs, plus \$30 for time spent dealing with the effects of those costs, up to a cap of \$5,000 if the Settlement Claim is determined to be an Approved Claim by the Settlement Administrator. For Tier 2 only, Settlement Class Members may submit a Claim Form for each separate card included in the Class definition, but the total payment to any particular Settlement Class Member may not exceed \$5,000.

2.1.4. Settlement Class Members seeking any benefit under ¶ 2.1.2 or ¶ 2.1.3 must complete and submit a Claim Form in the form attached as Exhibit A-1 or Exhibit A-2 to the Settlement Administrator, submitted electronically in accordance with the requirements for electronic submission of a Claim Form (or postmarked) on or before the Claims Deadline.

(a) Settlement Claims submitted after the Claims Deadline will not be timely and will not qualify for approval as set forth in ¶¶ 2.1-2.2 and will be rejected. The Claims Deadline shall be set by the Court in the Preliminary Approval Order. The parties propose a Claims Deadline that is 192 days after the Preliminary Approval Order .

(b) The Settlement Administrator shall use reasonable and industry standard procedures to eliminate duplicate Settlement Claims such that each Settlement Class Member receives no more than one (1) payment as contemplated by ¶ 2.1.2 or ¶ 2.1.3.

(c) The Claim Form must be verified by the Settlement Class Member with a statement that his or her Settlement Claim is true and correct, to the best of his or her knowledge and belief, and for Settlement Class Members submitting claims under ¶ 2.1.2(i)(b), that their submission is being made under penalty of perjury. Notarization of the Claim Form shall not be required. The Claim Form may be completed electronically (where permissible) in accordance with the requirements for electronic submission of a Claim Form. Documentation, where required to qualify for a Settlement Benefit, may be submitted electronically (where permissible) in accordance with procedures for electronic Claim Form submission. Failure to provide such supporting documentation as requested on the Claim Form shall result in denial of the Settlement Claim in question to the extent it claims such Settlement Benefit.

2.2. Claims Process. A Settlement Claim as to a Settlement Benefit shall be deemed an Approved Claim, and a Claim Form shall be deemed a Valid Claim Form, only if and only to the extent both the Settlement Claim and Claim Form in question meet all requirements of ¶ 2.1 that are applicable to such Settlement Claim, Settlement Benefit and Claim Form. The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether and, if so, to what extent a Settlement Claim is to be deemed an Approved Claim and a Claim Form is to be

deemed a Valid Claim Form under the preceding sentence of this ¶ 2.2. In addition to the procedure set forth below for review and approval of Claim Forms, the Settlement Administrator may reject a Claim Form where there is evidence of fraud (as determined under the Settlement Administrator's policies and procedures and approved by the Parties).

2.2.1. Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation or information to determine whether and if so to what extent the Settlement Claim included in such Claim Form should be deemed an Approved Claim, the Settlement Administrator shall request additional information ("Claim Supplementation") and give the claimant 30 days to provide the requested Claim Supplementation before rejecting the claim. Requests for Claim Supplementation shall be made within 30 days after the Claims Deadline. In the event of unusual circumstances interfering with compliance during the 30-day period, the claimant may request and, for good cause shown (*e.g.*, illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the 30-day deadline in which to comply; however, in no event shall the deadline be extended to later than 30 days from the Effective Date. If the requested Claim Supplementation is not timely provided, then the Claim Form will be deemed invalid and the Settlement Claim shall not be deemed an Approved Claim.

2.2.2. Prior to determining that any Settlement Claim is or is not to be deemed an Approved Claim and any Claim Form is or is not to be deemed a Valid Claim Form under ¶ 2.2, the Settlement Administrator shall offer Defendants' counsel and Class Counsel an opportunity to review and comment on any or all Settlement Claims and Claim Forms and provide additional information to the Settlement Administrator regarding the approval of any Settlement Claims or Claim Form. The Parties in any event agree that no determination that any Settlement Claim is to



be deemed an Approved Claim or any Claim Form is to be deemed a Valid Claim Form shall be deemed to constitute a finding against or in favor of any Party, or an admission or waiver by any Party, as to any matter of fact, law or evidence having any collateral effect on any claim in the Litigation or in any other proceeding before any other forum or authority. The Parties further agree that no such determination that any Settlement Claim is to be deemed an Approved Claim or any Claim Form is to be deemed a Valid Claim Form shall be submitted to or admissible in any other proceeding or before any other forum or authority. Following this process, the Claims Administrator shall provide a report (the “Calculation Report”) to the Parties determining the aggregate amount that Defendant Hudson’s Bay Company shall pay to the Settlement Class Members along with instructions for payment of that amount and a completed W-9 for the payee of the amount (the “HBC Payment”) shall be provided by the Settlement Administrator to HBC.

2.2.3. Following expiration of the Claims Deadline and all deadlines applicable to all requests for Claim Supplementation and following the process in the foregoing sections, the Settlement Administrator shall within 30 days determine whether and if so to what extent each Settlement Claim shall be deemed an Approved Claim.

2.2.4. The Settlement Administrator shall provide periodic updates to Class Counsel and Defendants regarding Claim Form submissions beginning within 30 business days after the commencement of the Notice Program continuing on a weekly basis thereafter through the Claims Deadline and thereafter as needed.

2.2.5. Aggregate Cap. Defendant Hudson’s Bay Company shall fund payment of all Approved Claims as outlined under ¶ 2.1.2 and ¶ 2.1.3, provided however that Defendant Hudson’s Bay Company’s liability for funding such payments shall not exceed \$2,000,000 (the “Aggregate Cap”). In no event shall Defendant Hudson’s Bay Company’s liability to fund

payments under this paragraph exceed the Aggregate Cap, it being understood and agreed in this regard that in the event the sum of the aggregate amount fundable for Approved Claims for payments under ¶ 2.1.2 and ¶ 2.1.3 equals an amount that exceeds the Aggregate Cap, the amount of payment for each Approved Claim under ¶ 2.1.2 and ¶ 2.1.3 shall be reduced by a pro rata percentage such that Defendant Hudson's Bay Company's liability to fund payments under this paragraph does not exceed the Aggregate Cap.

2.3. Defendants shall provide Representative Plaintiffs with a statement about the full value of the structural relief as outlined in ¶ 2.5 herein, at least 14 days prior to any motion for Preliminary Approval of this settlement.

2.4. Settlement Expenses. All Costs of Settlement Administration shall be paid to the Settlement Administrator and borne alone by Defendants provided, however, that any such Settlement Expenses over \$250,000 shall be borne by Plaintiffs' Counsel. Within five (5) days of the Court's granting of Preliminary Approval, the Settlement Administrator shall issue an invoice to Defendant Hudson's Bay Company for the Costs of Settlement Administration. Within twenty (20) days of the invoice, , Defendant Hudson's Bay Company or one of its insurers shall pay the Costs of Settlement Administration to the Settlement Administrator.

2.5. Structural Relief. For three (3) years, the banners, brands, and stores that Defendant Hudson's Bay Company still owns or operates in the United States shall agree to the following structural relief:

2.5.1. Hiring a qualified security assessor on an annual basis to assess compliance with PCI Data Security Standard requirements and achieving a Report on Compliance that evidences compliance with all such requirements;

2.5.2. Conducting annual PCI penetration testing of the cardholder environment in compliance with PCI DSS Section 11.3, and remediating all critical vulnerabilities where feasibly possible;

2.5.3. Operating a system that is designed to encrypt or tokenize Payment Card information at the pin pad level of the point of sale terminals in stores or otherwise renders payment card information unreadable at the pin pad level using a method like encryption or tokenization that is approved under PCI standards;

2.5.4. Maintaining written information security programs, policies and procedures; and

2.5.5. Written confirmation to Class Counsel from Defendants that the items in PCI Forensic Investigation Report (Version 6.1) related to the Security Incident were completed and have not been reversed or undone (except that different technologies, vendors, or solutions may be used to achieve the same result).

### **3. PRELIMINARY APPROVAL AND FINAL APPROVAL.**

3.1. Within 30 days of the execution of the Settlement Agreement, Class Counsel shall submit this Settlement Agreement to the Court as part of an unopposed motion for preliminary approval of the Settlement Agreement. The motion for preliminary approval shall request entry of a Preliminary Approval Order in the form attached hereto as Exhibit E, or an order substantially similar to such form, requesting, *inter alia*:

- (a) conditional certification of the Class for settlement purposes only;
- (b) preliminary approval of the Settlement Agreement;
- (c) appointment of Timothy J. Peter of Faruqi & Faruqi, LLP and Janine

Pollack of Calcaterra Pollack LLP as Settlement Class Counsel;

(d) appointment of the Representative Plaintiffs as Class Representatives;

(e) a preliminary injunction prohibiting the Class from filing, prosecuting, continuing, intervening in, or participating (as class members or otherwise) in any other lawsuit or proceeding arising out of the Released Claims pending final approval of the Settlement Agreement;

(f) approval of and direction to conduct the Notice Program to be initiated within sixty (60) days of the date of Preliminary Approval, including the notice plan set forth in the Declaration of Richard W. Simmons of Analytics Consulting LLC attached hereto as Exhibit D as the best notice practicable as required by Rule 23;

(g) approval of a press release (“Press Release”) substantially similar to the one attached hereto as Exhibit B and long form notice (“Long Notice”) substantially similar to the one attached hereto as Exhibit C. The Long Notice shall include a fair summary of the Parties’ respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making Settlement Claims to the extent contemplated herein, and the date, time and place of the Final Approval Hearing;

(h) appointment of the Settlement Administrator; and

(i) approval of a Claim Form substantially similar to that attached hereto as Exhibits A-1 and A-2.

3.2. Within ninety-nine (99) days after the date Preliminary Approval is granted, Class Counsel shall submit motions for final approval and for attorneys’ fees, costs and plaintiffs’ service awards. The proposed Judgment that shall be filed with the motion for final approval shall be in a

form as set forth in Exhibit F as agreed upon by Defendants and Class Counsel. Such proposed Judgment shall, among other things:

- (a) Determine that the Settlement Agreement is fair, adequate, and reasonable;
- (b) Finally certify the Settlement Class for settlement purposes only;
- (c) Determine that the Notice Program satisfies due process requirements;
- (d) Dismiss all claims in the Complaint with prejudice;
- (e) Bar and finally enjoin the Settlement Class from filing, prosecuting, continuing, intervening in, or participating (as class members or otherwise) in any other lawsuit or proceeding arising out of the Released Claims; and
- (f) Release and forever discharge Defendants and the other Released Persons from the Released Claims, as provided for in this Settlement Agreement.

3.3. The Final Approval Hearing will be held at least one hundred and sixty-two (162) days after the Preliminary Approval Date.

#### **4. NOTICE PROGRAM.**

4.1. Within ten (10) days of the filing of the Motion for Preliminary Approval, Defendants shall provide notice to state Attorneys General or others as required by 28 U.S.C. § 1715(b).

4.2. Within sixty (60) days of the Preliminary Approval Order, the Settlement Administrator shall cause notice to be disseminated to the Class pursuant to the Notice Program in accordance with the notice plan set forth in Exhibit D in order to comply with all applicable laws, including, but not limited to the Due Process Clause of the United States Constitution and Fed. R.

Civ. P. 23, and be effectuated pursuant to provisions set forth below, the costs of which shall be Costs of Settlement Administration.

4.3. Notice shall include a dedicated settlement website established by the Settlement Administrator (the “Settlement Website”).

4.3.1. Within 60 days after the Preliminary Approval Order, the Settlement Administrator shall establish the dedicated Settlement Website and shall maintain and update the website throughout the Claims Period. The Settlement Website will include the Press Release, Long Notice, and Claim Form approved by the Court, as well as this Settlement Agreement and important documents from the litigation such as the operative complaint. A toll-free help line shall be made available to address Settlement Class Members’ inquiries. The Settlement Administrator also will provide copies of the Press Release, Long Notice, and Claim Form approved by the Court, as well as this Settlement Agreement, upon request.

4.3.2. Within 60 days after the Preliminary Approval Order, the Press Release, as set forth in Exhibit B, shall be issued by the Settlement Administrator through PR Newswire as well as any other forms of publication notice pursuant to the notice plan set forth in Exhibit D.

4.4. The Notice Program shall be subject to approval by the Court as meeting constitutional due process requirements.

4.5. The Long Notice, Press Release, and Claim Form approved by the Court may be adjusted in non-material ways by the Settlement Administrator, solely in consultation with and by agreement of the Parties, as may be reasonable and necessary and not inconsistent with such approval.

4.6. Prior to the Final Approval Hearing, Class Counsel shall cause to be filed with the Court an appropriate affidavit or declaration from the Settlement Administrator with respect to complying with the Court-approved Notice Program.

4.7. The Notice Program shall be deemed to commence no later than 60 days following entry by the Court of a Preliminary Approval Order in the form attached hereto as Exhibit E, or an order substantially similar to such form.

4.8. Defendants will provide a declaration stating that Defendants do not have information that would allow direct notice via email or postal mail to the Settlement Class.

## **5. OPT-OUT PROCEDURES.**

5.1. Each Class Member wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator. The written opt-out notice must clearly manifest a person's intent to be excluded from the Settlement Class.

5.1.1. The written opt-out notice must include the individual's name and address; a statement that he or she wants to be excluded from the Settlement Class; and the individual's signature.

5.1.2. To be effective, written opt-out notice must be postmarked no later than 120 days from the date of entry of the Preliminary Approval Order.

5.1.3. No later than 130 days from the date of entry of the Preliminary Approval Order, the Settlement Administrator shall provide the Parties with: (a) copies of all completed opt-out notifications, and (b) a final list of all who have timely and validly excluded themselves from the Settlement Class (the "Opt-Out Members"). No later than 10 days prior to the Final Approval Hearing, Class Counsel shall file this list of Opt-Out Members with the Court for purposes of being attached to the Judgment to be entered upon final approval.

5.2. All Class Members who submit valid and timely notices of their intent to be excluded from the Settlement Class shall not receive any Settlement Benefits under or be bound by the terms of this Settlement Agreement. All Class Members who submit valid and timely notices of their intent to be excluded from the Settlement Class shall also waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement. All Class Members who do not submit valid and timely notices of their intent to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Judgment entered thereon.

## **6. OBJECTION PROCEDURES.**

6.1. Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection. Such notice shall state: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class; (iii) a written statement of all grounds for the objection, accompanied by any legal, factual and evidentiary support for the objection the objector believes applicable; (iv) the identity of all counsel representing the objector (if any), including any former or current counsel who may be entitled to compensation for any reason related to the objection; (v) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; (vi) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; (vii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative; (viii) a list, by case name, court, and docket number, of all other cases in which the objector (directly or through counsel) has filed an objection to any proposed class action settlement within the last 3 years; (ix) a list, by case name, court, and docket number, of all other cases in which the objector's counsel (on behalf of any person or entity)



has filed an objection to any proposed class action settlement within the last 3 years; and (x) any and all agreements that relate to the objection or the process of objecting, whether written or verbal, between objector or objector's counsel and any other person or entity.

6.1.1. To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of Court or mailed to the Claims Administrator postmarked no later than 120 days from the date of entry of the Preliminary Approval Order.

6.1.2. In each case the Objection must be served concurrently therewith upon Class Counsel Timothy J. Peter, Faruqi & Faruqi, LLP, 1617 John F. Kennedy Blvd Suite 1550, Philadelphia, PA 19103 and Janine Pollack, Calcaterra Pollack LLP, 1140 Avenue of the Americas 9th Floor, New York, NY 10036; and counsel for Defendants, Gregory T. Parks, Morgan, Lewis & Bockius LLP, 1701 Market St., Philadelphia, PA 19103.

6.2. The Parties will have the same right to seek discovery from any objecting Settlement Class Member as they would if the objector was a party in the Litigation, including the right to take the objector's deposition. Such discovery will be conducted on an expedited basis, and the objecting Settlement Class Member is required to respond to any written discovery within fourteen (14) days and must appear for deposition within fourteen (14) days after a deposition is noticed.

6.3. Except upon a showing of good cause, any Settlement Class Member who fails to comply with the requirements for objecting in ¶¶ 6.1 and 6.2 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶¶ 6.1 and 6.2. Without limiting the foregoing, any challenge

to the Settlement Agreement or the Judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

6.4. In the event that a Settlement Class Member submits both a timely and valid opt-out notice and Objection, the Settlement Class Member will be deemed to have only submitted the opt-out notice and the Objection will be invalid.

6.5. The Parties are to file any responses to objections within fourteen (14) days before the Final Approval Hearing.

## **7. RELEASES.**

7.1. Upon the Effective Date, each Settlement Class Member, including each Representative Plaintiff, hereby expressly is deemed to have, and by operation of the Judgment shall have, completely, fully, finally, irrevocably, and forever released, relinquished, and discharged all Released Persons from the Released Claims, and further may not then or thereafter institute, maintain, or assert against any of the Released Persons, either directly, indirectly, on their own behalf or on behalf of any class or other person or entity, any action, regulatory action, arbitration, or court or other proceeding of any kind asserting any Released Claims, and the Settlement Class Members by operation of the Judgment shall be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum in which any of the Released Claims is asserted.

7.2. Upon the Effective Date, Released Persons hereby expressly are deemed to have, and by operation of the Judgment shall have, completely, fully, finally, irrevocably, and forever released, relinquished, and discharged Plaintiffs' Counsel and Representative Plaintiffs from any claims arising from the Litigation, and further may not then or thereafter institute, maintain, or assert any claims against any of the Plaintiffs' Counsel and Representative Plaintiffs, either directly, indirectly, on their own behalf or on behalf of any class or other person or entity, any

action, regulatory action, arbitration, or court or other proceeding of any kind asserting any claims arising from the Litigation, including but not limited to claims under Fed. R. Civ. P. 11 or claims for attorneys' fees.

**8. PROPOSED CLASS COUNSEL'S ATTORNEYS' FEES, COSTS, AND EXPENSES; AND SERVICE AWARD TO REPRESENTATIVE PLAINTIFFS.**

8.1. The Parties did not negotiate the payment of the Representative Plaintiffs' attorneys' fees, costs, expenses and/or service awards, as provided for in ¶¶ 8.2 and 8.3, until after the substantive material terms of the Settlement had been agreed upon, other than that the Parties would discuss and negotiate reasonable attorneys' fees, costs and expenses, and a service award to Representative Plaintiffs, to be separately paid by Defendant Hudson's Bay Company to the extent ordered by the Court. Defendants and Class Counsel then negotiated and agreed as follows:

8.2. Class Counsel will request from the Court, and Defendant Hudson's Bay Company has agreed not to object to Class Counsel's request for and to pay (subject to Court approval to the extent approved) an award of reasonable attorneys' fees, costs, and expenses as approved by the Court up to the amount of \$1,400,000. Class Counsel, in their sole discretion, shall allocate and distribute the amount of attorneys' fees and costs and expenses awarded by the Court.

8.3. The Court's rejection, non-approval or reduction of Class Counsel's request for an award of attorneys' fees, costs and expenses shall not serve as a basis to avoid or terminate this Settlement Agreement. The Parties agree that the relief to the Settlement Class reflected in the Settlement Agreement herein is fair, reasonable and adequate and that the Court can approve the Settlement Agreement separately from the amount of the attorneys' fees, costs and expenses.

8.4. Class Counsel will request from the Court a service award for Representative Plaintiffs in the amount of \$1,000 per person. Defendant Hudson's Bay Company agrees not to

object to this request, and to pay the amount the Court awards to Representative Plaintiffs as a service award up to and including \$1,000 per person and up to \$15,000 in total.

8.5. Defendant Hudson's Bay Company shall pay the award of Class Counsel's attorneys' fees, costs, and expenses, up to the amount set forth in ¶ 8.2 to the degree approved by the Court, not later than ten (10) calendar days following the Effective Date. Within 10 calendar days after the latter of the Effective Date or the date Class Counsel supplies payment instructions and a completed W-9 form, Defendant Hudson's Bay Company shall pay the aggregate amount of service awards to Representative Plaintiffs for which Defendant Hudson's Bay Company is liable as set forth above in ¶ 8.4 to an account established by Class Counsel. Class Counsel shall thereafter distribute the service awards to Representative Plaintiffs. The finality or effectiveness of the Settlement Agreement shall not depend upon the Court awarding any particular amount of attorneys' fees, costs, expenses, or service awards. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs and expenses, and/or service awards ordered by the Court to Class Counsel or Representative Plaintiffs shall affect whether the Judgment is final or constitute grounds for cancellation or termination of this Settlement Agreement, as long as the amount(s) in question do not exceed the maximum amounts specified in ¶¶ 8.2 and 8.3. Defendant Hudson's Bay Company shall issue an IRS Form 1099-MISC to Representative Plaintiffs solely for the amount awarded by the Court for each Representative Plaintiff's service award.

## **9. ADMINISTRATION OF CLAIMS.**

9.1. The Settlement Administrator shall administer the process of reviewing and determining the validity of the Claim Forms and Settlement Claims submitted by Settlement Class Members and give reports as to such administration to Class Counsel and Defendants. Class Counsel and Defendant Hudson's Bay Company have the right to review and obtain supporting

documentation, and request corrections of, any of those reports (including, without limitation, the Calculation Report) if they believe them to be incorrect, inaccurate or inadequate.

9.2. Defendant Hudson's Bay Company shall pay the HBC Payment to the Settlement Administrator within 60 days after the Effective Date or 30 days after the amount of the HBC Payment becomes final pursuant to ¶ 2.2.5, whichever is latest. Payments of Approved Claims for amounts recoverable under ¶ 2.1.2 and ¶ 2.1.3 shall be distributed by mail or email to the Settlement Class Members entitled to such payments within 15 days after the Settlement Administrator's receipt of the HBC Payment.

9.3. All Settlement Class Members who fail to timely submit a Settlement Claim for any Settlement Benefits hereunder within the time frames set forth herein shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein, and the Final Approval Order and Judgment.

9.4. No person shall have any claim against the Settlement Administrator, Released Persons, Class Counsel, Defendants' counsel, and/or Representative Plaintiffs based on distributions of Settlement Benefits to Settlement Class Members.

## **10. CONDITIONS OF SETTLEMENT, CANCELLATION, OR TERMINATION.**

10.1. The Effective Date shall be the date by which all of the following events have occurred:

- (a) the Court has entered the Preliminary Approval Order with notice of a Final Approval Hearing, as required by ¶ 3.1;
- (b) no petition seeking interlocutory appeal of the Preliminary Approval Order under Federal Rule of Civil Procedure 23(f) has been filed and granted, or, if any such

petition has been filed and granted, the Preliminary Approval Order has been upheld without any material modification of the terms of this Agreement;

(c) the Court has entered the Judgment granting final approval to the Settlement Agreement (among other things) as set forth herein; and

(d) Either (i) thirty (30) days have passed after entry of the final Judgment (i.e., the Judgment is entered as a final judgment and not subject to appeal) and no appeal is taken after the Judgment's entry and no motion or other pleading has been filed with the Court (or with any other court) seeking to set aside, enjoin, obtain reconsideration of, or in any way alter the Judgment or to toll or extend the time for appeal of the Judgment; or (ii) all appeals, requests for reconsideration or rehearing, or other forms of review and potential review of the Judgment are exhausted, and the Judgment is upheld without any material modification of the terms of this Agreement.

10.2. The Parties agree, for purposes of this Settlement Agreement only, to the certification of the Class and the Settlement Class. If the Settlement Agreement is not approved by the Court or the Settlement Agreement is terminated and/or cancelled in accordance with its terms (including without limitation in accordance with ¶ 10.2 or ¶ 10.3), then (a) the Parties shall be restored to their respective positions in the Litigation as if the Agreement had never been entered into (and without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue), and (b) the terms and provisions of the Settlement Agreement and statements made in connection with seeking approval of the Settlement Agreement shall be void and have no further force and effect with respect to the Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc*

*pro tunc*. The Parties' agreement to the certification of the Class and the Settlement Class is also without prejudice to any position asserted by the Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Defendants shall not, at any time, seek recovery of the up to \$250,000 in Costs of Settlement Administration funded by Defendants from the Representative Plaintiffs or Plaintiffs' Counsel.

10.3. The Settlement Agreement may be terminated and/or cancelled by any of the Parties if (i) the Court rejects, materially modifies, materially amends or changes, or declines to preliminarily approve or finally approve the Settlement Agreement apart from the award of attorneys' fees and costs; (ii) an appellate court reverses the Preliminary Approval Order and/or Judgment, and the Settlement Agreement is not reinstated and finally approved without material change by the Court on remand; (iii) the Court or any reviewing appellate court incorporates material terms or provisions into, or deletes or strikes material terms or provisions from, or materially modifies, amends, or changes, the proposed Preliminary Approval Order, the Preliminary Approval Order, the proposed Judgment, the Judgment, or the Settlement Agreement other than the amount of attorneys' fees and costs; or (iv) if more than fifteen-thousand (15,000) Class Members make any attempt to opt-out of the settlement.

10.4. Notwithstanding any provision of this Settlement Agreement to the contrary, including but not limited to ¶ 10.3, and for the avoidance of any doubt, the finality or effectiveness of the Settlement Agreement shall not depend upon the Court awarding any particular amount of attorneys' fees, costs, expenses, or service awards. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs and expenses, and/or service awards ordered by the Court to Class Counsel or Representative

Plaintiffs shall affect whether the Judgment is final or constitute grounds for cancellation and/or termination of this Settlement Agreement, as long as such amount(s) do not exceed the maximum amounts specified in ¶¶ 8.2 and 8.3.

## **11. MISCELLANEOUS PROVISIONS.**

11.1. The Parties, their successors and assigns, and their attorneys (i) acknowledge that it is their intent to consummate this Settlement Agreement; (ii) agree to use reasonable efforts to cooperate with one another in seeking Court approval of this Settlement Agreement; (iii) agree to cooperate in the Claims Administration process and implementation of the Settlement Agreement and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration and implementation of the Settlement Agreement; and (iv) agree to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

11.2. It is expressly agreed that nothing herein restricts Class Counsel from communicating with Class Members or Settlement Class Members.

11.3. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Litigation. If this Agreement does not become effective or is cancelled, withdrawn, or terminated for any reason, the Agreement along with all related communications and documents exchanged in connection with the Agreement and mediation between the Parties, except for those produced by either Party in response to any discovery request, shall be deemed a negotiation for settlement purposes only under Federal Rule of Procedure 408 and will not be admissible in evidence or usable for any purposes whatsoever in the Litigation or any proceedings between the Parties or in any other action related to the Released Claims or otherwise involving the Parties or any Released Persons. The Settlement Agreement



compromises claims that are contested and shall not be deemed an admission by any of the Parties as to the merits of any claim or defense. The Parties each agree that the Settlement Agreement was negotiated in good faith by the Parties, and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. Nothing in this Agreement may constitute, may be construed as, or may be used as an admission by Defendants of any fault, wrongdoing, or liability whatsoever or that class certification is appropriate. Defendants continue to affirmatively deny all liability and all of the claims, contentions, Released Claims, and each and every allegation made by the Representative Plaintiffs in the Litigation.

11.4. The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest. The Parties agree that nonmaterial amendments or modifications to this Agreement may be made in writing after entry of the Preliminary Approval Order without the need to seek the Court's approval. Without further order of the Court, the Parties may agree in writing to reasonable extensions of time to carry out any of the provisions of this Agreement or the Preliminary Approval Order.

11.5. If the Court indicates, prior to entry of the Preliminary Approval Order or the Judgment, that the Settlement Agreement will not be approved unless certain changes are made, the Parties will attempt in good faith but in the exercise of each of their sole discretion to reach an agreement as to any such changes prior to withdrawing from this Agreement. However, if no such agreement can be reached within thirty (30) days after the Court indicates that the Settlement Agreement will not be approved unless certain changes are made, then the Representative

Plaintiffs or Defendants may terminate and withdraw from this Agreement. If this Agreement is terminated under such circumstances, the Representative Plaintiffs and Defendants shall be deemed to be in the same position as existed prior to its execution, with the same *status quo ante* rights and interests as they may have had absent the entry by Defendants and the Representative Plaintiffs into this Agreement and any and all other understandings and agreements between the Parties and their respective counsel relating to the Settlement Agreement shall be deemed to be null and void and of no force and effect.

11.6. The Settlement Agreement, together with the exhibits attached hereto, constitute the entire agreement among the Parties hereto with respect to the matters discussed herein and supersede all prior or contemporaneous oral or written understandings, negotiations, agreements, statements, or promises. In executing this Agreement, the Parties acknowledge that they have not relied upon any oral or written representations, warranties, understandings, negotiations, agreements, statements, promises, or inducements concerning the Settlement Agreement other than the representations, warranties and covenants contained and memorialized in this Agreement. The Parties also acknowledge and agree that each has been represented by its own counsel with respect to the negotiating and drafting of this Settlement Agreement. Except as otherwise provided herein, each party shall bear its own costs. This Agreement supersedes all previous agreements made by the Parties. All exhibits to this Agreement as set forth herein are integrated herein and are to be considered terms of this Agreement as if fully set forth herein. To the extent that there are any inconsistencies between the Settlement Agreement and its exhibits, the terms of the Settlement Agreement control.

11.7. Class Counsel, on behalf of the Class, are expressly authorized by Representative Plaintiffs to take all appropriate actions required or permitted to be taken by the Class pursuant to

the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Class.

11.8. Each counsel or other person executing the Settlement Agreement on behalf of any Party hereto hereby warrants that (s)he has the authority to execute this Agreement and thereby bind the respective Party. The Representative Plaintiffs each warrant and represent that (s)he is the sole and lawful owner of all rights, title, and interest in and to all of his or her Released Claims and that (s)he has not heretofore voluntarily, by operation of law or otherwise, sold, assigned, or transferred or purported to sell, assign, or transfer to any other person or entity any of his or her Released Claims or any part or portion thereof.

11.9. Any failure by any Party to insist upon the strict performance by any other Party of any provision of this Agreement shall not be deemed a waiver of any provision of this Agreement and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Agreement.

11.10. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

11.11. The Settlement Agreement shall be binding upon, and inure to the benefit of, the respective current and future heirs, legal representatives, executors, administrators, successors and assigns of the Parties hereto.

11.12. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all Parties hereto submit to the jurisdiction of the

Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

11.13. The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of New York, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of New York without giving effect to choice of law principles.

11.14. The Final Approval Hearing shall be scheduled no earlier than 100 days after the notices are made in order to comply with the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715(d) pursuant to ¶ 4.1 above.

11.15. As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its;” and “him” means “him, her, or it.”

11.16. All dollar amounts are in United States dollars.

11.17. All settlement checks shall be void 90 days after issuance and shall bear the language: “This check must be cashed within 90 days, after which time it is void.” If a check becomes void, the Settlement Class Member shall have until 120 days after the issuance to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member’s right to receive monetary relief shall be extinguished, Defendant Hudson’s Bay Company shall have no obligation to make payments to the Settlement Class Member under ¶ 2.1.2 or ¶ 2.1.3. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than 150 days from the Effective Date, requests for re-issuance need not be honored after such checks become void.

11.18. Neither Class Counsel nor Defendants' counsel intend anything contained herein to constitute legal advice regarding the tax consequences of any amount paid hereunder nor shall it be relied upon as such.

11.19. All of the Parties agree to cooperate and to work with one another to protect any confidential materials produced in discovery in the Litigation. All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement. The Parties further stipulate that any confidential information submitted, whether in the past or in the future, to any court in the Litigation will be sealed.

11.20. The Settlement Agreement may be executed by facsimile or electronic signature by any Party and such signature shall be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed.

Timothy J. Peter

  
Faruqi & Faruqi, LLP

Janine Pollack

  
Calcaterra Pollack LLP

**CLASS COUNSEL**

Charles Hecht

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Balestriere Fariello LLP

Anthony Parkhill

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Barnow and Associates P.C.

Howard T. Longman

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Anthony Parkhill

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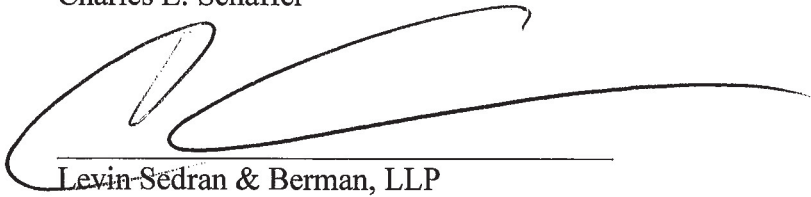
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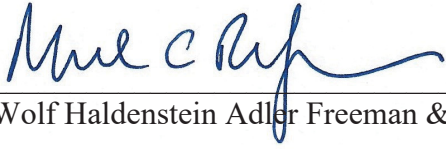
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Morgan & Morgan & Complex Litigation Group

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Mark Rifkin



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*Melissa R. Emert*

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Anderson Sleater Sianni, LLC

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Kantrowitz, Goldhamer & Graifman P.C.

Jason Sultzer

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The Sultzer Law Group P.C.

Lynda J. Grant

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The Grant Law Firm, PLLC

Ralph N. Sianni

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Anderson Sleater Sianni, LLC

Kevin H. Sharp



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Sanford Heisler Sharp, LLP

**PLAINTIFFS' COUNSEL**

Debbie Carthan

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Bernadette Beekman

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Julia A. Harris

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Cassondra Joseph

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Margo Kyler Knight

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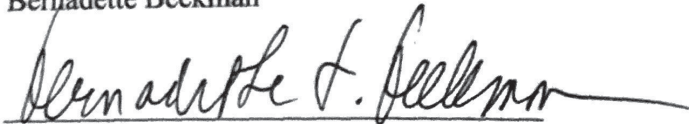
Jane Lefkowitz

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Debbie Carthan

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Bernadette Beekman



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Julia A. Harris

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Cassandra Joseph

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Margo Kyler Knight

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Jane Lefkowitz

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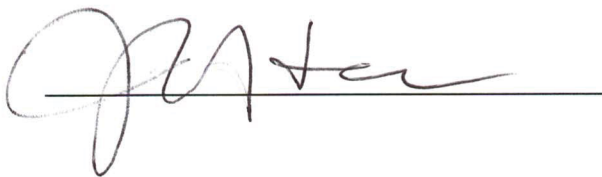
Debbie Carthan

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Bernadette Beekman

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Julia A. Harris

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Cassandra Joseph

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Margo Kyler Knight

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Jane Lefkowitz

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Debbie Carthan

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Bernadette Beekman

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Julia A. Harris

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Cassondra Joseph

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Margo Kyler Knight

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Jane Lefkowitz

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Debbie Carthan

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Julia A. Harris

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Cassondra Joseph

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Margo Kyler Knight

*Margo Kyler-Knight*

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Jane Lefkowitz

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Debbie Carthan

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Bernadette Beekman

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Julia A. Harris

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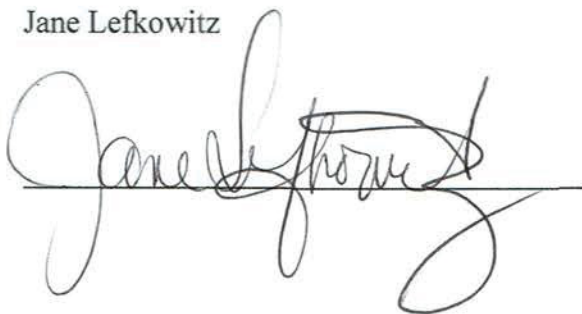
Cassandra Joseph

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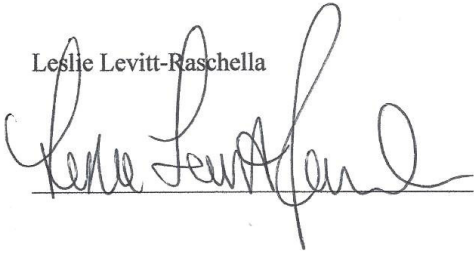
Margo Kyler Knight

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Jane Lefkowitz

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Leslie Levitt-Raschella

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Kelly Whitaker

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Dennis Meduri

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Giorgina Meduri

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Greta Moss

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Alexandria Rudolph

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Leslie Levitt-Raschella

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Kelly Whitaker

  
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Dennis Meduri

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Giorgina Meduri

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Greta Moss

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Alexandria Rudolph

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Cassandra Joseph

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Margo Kyler Knight

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Jane Lefkowitz

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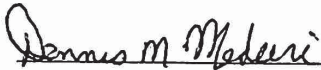
Leslie Levitt-Raschella

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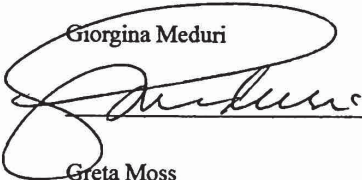
Kelly Whitaker

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Dennis Meduri

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Giorgina Meduri

\_\_\_\_\_

Greta Moss

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Alexandria Rudolph

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Jeanne Sacklow

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Erika Targum

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Mark Wade

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**PLAINTIFFS**

Leslie Levitt-Raschella

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Kelly Whitaker

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Dennis Meduri

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Giorgina Meduri

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Greta Moss

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Alexandria Rudolph

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Leslie Levitt-Raschella

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Kelly Whitaker

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Dennis Meduri

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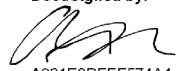
Giorgina Meduri

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Greta Moss

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Alexandria Rudolph

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Jeanne Sacklow

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Erika Targum

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Mark Wade

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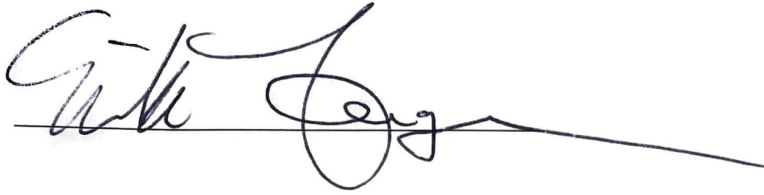
**PLAINTIFFS**



Jeanne Sacklow

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Erika Targum

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Mark Wade

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**PLAINTIFFS**

Jeanne Sacklow

---

Erika Targum

---

Mark Wade

\_\_\_\_\_

**PLAINTIFFS**

Hudson's Bay Company ULC, by:

  
\_\_\_\_\_  
David J. Schwartz, Executive Vice President

Saks Fifth Avenue LLC, Saks & Company LLC, and Saks Incorporated, by:

  
\_\_\_\_\_  
David J. Schwartz, Executive Vice President

Lord & Taylor LLC, by

\_\_\_\_\_  
Printed Name:\_\_\_\_\_

Title:\_\_\_\_\_

**DEFENDANTS**

Morgan, Lewis & Bockius LLP, by

\_\_\_\_\_  
Gregory T. Parks

**DEFENDANTS' COUNSEL**

Hudson's Bay Company ULC, by:

\_\_\_\_\_  
David J. Schwartz, Executive Vice President

Saks Fifth Avenue LLC, Saks & Company LLC, and Saks Incorporated, by:

\_\_\_\_\_  
David J. Schwartz, Executive Vice President

Lord & Taylor LLC, by



\_\_\_\_\_  
Printed Name: Ed Kremer

\_\_\_\_\_  
Title: Plan Administrator

**DEFENDANTS**

Morgan, Lewis & Bockius LLP, by

\_\_\_\_\_  
Gregory T. Parks

**DEFENDANTS' COUNSEL**

**EXHIBIT A-1 – CLAIM FORM FOR TIER 1 CLAIM**

*In re Hudson's Bay Company Data Security Incident Consumer Litigation*  
CONSOLIDATED CONSUMER CASE  
Case No. 1:18-cv-08472 (S.D.N.Y.)

HBC Claims Administrator  
P.O Box 2005  
Chanhassen, MN 55317-2005  
[www.xxx.com](http://www.xxx.com)  
Toll Free: XXX-XXX-XXXX Email: [info@xxx.com](mailto:info@xxx.com)

**Tier I Claim Form**  
**For Claims Only Seeking \$30 Reimbursement for Time Spent**

Please read the Notice of Class Action Settlement available at [\[WEBSITE\]](#) before filling out this claim form. This claim form relates to the third-party criminal cyberattack and the related consequences of that attack occurring between approximately May 1, 2017 and approximately April 1, 2018 affecting certain Saks, Saks OFF 5TH, and Lord & Taylor stores in the U.S., and/or the U.S. territories, and the steps you took to address the effects of this cyberattack. A list of Saks, Saks OFF 5TH, and Lord & Taylor stores in the U.S. and the U.S. territories, between May 1, 2017 and April 1, 2018, is attached to this Claim Form.

**DOES THIS CLAIM FORM APPLY TO YOU?**

Use this form to file a claim if you:

- (i) Used a credit, debit or prepaid debit card (other than a Saks First branded credit card) at a Saks, Saks OFF 5TH, or Lord & Taylor store in the U.S., or the U.S. territories, between May 1, 2017 through April 1, 2018;
- (ii) Do not have documented proof of extraordinary out-of-pocket fraud costs that were not reimbursed; and
- (iii) Are only seeking a reimbursement award of \$30 for time spent.

If you have documented proof of extraordinary out-of-pocket fraud costs that were not reimbursed, do not complete this claim form. Instead, complete the Tier II Claim Form.

**HOW TO FILE YOUR CLAIM:**

FILE YOUR CLAIM ONLINE if you: (i) used a credit, debit or prepaid debit card (other than a Saks First branded credit card) at a Saks, Saks OFF 5TH, or Lord & Taylor store in the U.S., or

the U.S. territories, between May 1, 2017 through April 1, 2018; and (ii) have proof of that transaction(s). File your claim at [www.HBCsettlement.com](http://www.HBCsettlement.com) by the deadline of **[due date]**. To complete the online claim form, follow the online instructions on the website in answering the questions. To submit your supporting documentation, click on the online links in the questions on the website and upload a copy of the documentation in electronic format (e.g., .pdf, .doc, jpg, etc.).

**FILE YOUR CLAIM BY MAIL** if you: (i) used a credit, debit or prepaid debit card (other than a Saks First branded credit card) at a Saks, Saks OFF 5TH, or Lord & Taylor store in the U.S., or the U.S. territories, between May 1, 2017 through April 1, 2018; and (ii) do not have proof of that transaction. To file your claim by mail, complete this claim form in writing and mail it, with a copy of your supporting documentation, postmarked by the deadline of **[due date]**, to HBC Claims Administrator, P.O. Box 2005, Chanhassen, MN 55317-2005. **DO NOT** mail completed claim forms to the Court.

## **CLAIM FORM**

### **CLAIMANT INFORMATION**

Full Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address (if you have one): \_\_\_\_\_

(if provided, we will communicate primarily by email about your claim)

### **ARE YOU A CLASS MEMBER AND ELIGIBLE TO SUBMIT A CLAIM?**

1. Did you use a credit or debit card or prepaid debit card (other than a Saks First branded credit card) at a Saks, Saks OFF 5TH, or Lord & Taylor store in the U.S., or the U.S. territories, between May 1, 2017 through April 1, 2018 for any transaction (a purchase or a return)?

Yes \_\_\_\_\_ (Proceed to next question)

No \_\_\_\_\_ (You are not eligible to submit a claim and should not submit this form)

2. Do you have proof of your transaction (purchase or return) using a credit, debit or prepaid debit card (other than a Saks First branded credit card) at a Saks, Saks OFF 5TH, or Lord & Taylor store in the U.S., or the U.S. territories, between May 1, 2017 through April 1, 2018? Examples of proof include receipts, payment card statements and any other proof of a purchase or return.

Yes \_\_\_\_\_ (You **must** submit a copy of your proof with this claim form and submit this form and the proof online. Proceed to question 4.)

No \_\_\_\_\_ (You **must** submit this form by mail. Proceed to question 3.)

3. Please provide the information below regarding your transaction(s) (purchase or return) for which you used a credit or debit card or prepaid debit card (other than a Saks First branded credit card) at a Saks, Saks OFF 5TH, or Lord & Taylor store in the U.S., or the U.S. territories, between May 1, 2017 through April 1, 2018. Note that you will only receive one \$30 payment regardless of how many transactions are listed below.

Store name (Saks, Saks OFF 5TH, or Lord & Taylor)*	City	State	Approximate date of transaction (purchase or return)	Last four digits of payment card used	General description of item bought or returned

\*Refer to the attachment to this form for a list of Saks, Saks OFF 5TH and Lord & Taylor stores in the U.S. and the U.S. territories between May 1, 2017 and April 1, 2018.

4. Did you spend any time monitoring payment card statements, **or taking any other steps at all**, for the credit or debit card or prepaid debit card (other than a Saks First branded credit card) you used at a Saks, Saks OFF 5TH, or Lord & Taylor store in the U.S., or the U.S. territories, between May 1, 2017 through April 1, 2018 due to the third-party criminal cyberattack (which took place between May 1, 2017 and April 1, 2018) and the related



consequences of that attack affecting certain Saks, Saks OFF 5TH, and Lord & Taylor stores in the U.S., or the U.S. territories?

Yes \_\_\_\_\_

No \_\_\_\_\_ (You are not eligible to submit a claim and should not submit this form)

**ATTESTATION AND SIGNATURE (required for all claims)**

I do hereby swear (or affirm), under penalty of perjury, that the information provided above and submitted herewith is true and accurate to the best of my knowledge.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**LIST OF SAKS, SAKS OFF 5TH, AND LORD & TAYLOR STORES  
IN THE U.S. AND THE U.S. TERRITORIES  
(between May 1, 2017 and April 1, 2018)**

Store Name	City	State


**EXHIBIT A-2 – CLAIM FORM FOR TIER 2 CLAIM**

*In re Hudson's Bay Company Data Security Incident Consumer Litigation*  
CONSOLIDATED CONSUMER CASE  
Case No. 1:18-cv-08472 (S.D.N.Y.)

HBC Claims Administrator  
P.O Box 2005  
Chanhassen, MN 55317-2005  
[www.xxx.com](http://www.xxx.com)  
Toll Free: XXX-XXX-XXXX Email: [info@xxx.com](mailto:info@xxx.com)

**Tier II Claim Form**  
**For Claims Seeking Both Unreimbursed Out-of-Pocket Fraud Costs And \$30**  
**Reimbursement for Time Spent**

Please read the Notice of Class Action Settlement available at [\[WEBSITE\]](#) before filling out this claim form. This claim form relates to the third-party criminal cyberattack and the related consequences of that attack occurring between approximately May 1, 2017 and approximately April 1, 2018 affecting certain Saks, Saks OFF 5TH, and Lord & Taylor stores in the U.S., and/or the U.S. territories, and the steps you took to address the effects of this cyberattack. A list of Saks, Saks OFF 5TH, and Lord & Taylor stores in the U.S. and the U.S. territories, between May 1, 2017 and April 1, 2018, is attached to this Claim Form.

**DOES THIS CLAIM FORM APPLY TO YOU?**

Use this form to file a claim if you:

- (i) Used a credit, debit or prepaid debit card (other than a Saks First branded credit card) at a Saks, Saks OFF 5TH, or Lord & Taylor store in the U.S., or the U.S. territories, between May 1, 2017 through April 1, 2018;
- (ii) Have documented proof of extraordinary out-of-pocket fraud costs that were not reimbursed (examples of such costs are set out in question 3 below); and
- (iii) Are seeking unreimbursed out-of-pocket fraud costs. If your claim is accepted, you will also receive a reimbursement award of \$30 for time spent. The total amount you may receive for your claim will not exceed \$5,000.

If you do not have documented proof of extraordinary out-of-pocket fraud costs that were not reimbursed, do not complete this claim form. Instead, complete the Tier I Claim Form.

**HOW TO FILE YOUR CLAIM:**

FILE YOUR CLAIM at [www.HBCsettlement.com](http://www.HBCsettlement.com) by the deadline of **[due date]**. To complete the online claim form, follow the online instructions on the website in answering the questions. To submit your supporting documentation, click on the online links in the questions on the website and upload a copy of the documentation in electronic format (e.g., .pdf, .doc, jpg, etc.).

You may file a separate claim form for each credit, debit or prepaid debit card (other than a Saks First branded credit card) that you used at a Saks, Saks OFF 5TH, or Lord & Taylor store in the U.S., or the U.S. territories, between May 1, 2017 through April 1, 2018. However, the total payment made to you will not exceed \$5,000.

**CLAIM FORM**

**CLAIMANT INFORMATION**

Full Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address (if you have one): \_\_\_\_\_

(if provided, we will communicate primarily by email about your claim)

**ARE YOU A CLASS MEMBER AND ELIGIBLE TO SUBMIT A CLAIM?**

1. Did you use a credit or debit card or prepaid debit card (other than a Saks First branded credit card) at a Saks, Saks OFF 5TH, or Lord & Taylor store in the U.S., or the U.S. territories, between May 1, 2017 through April 1, 2018 for any transaction (a purchase or return)?

Yes \_\_\_\_\_ (Proceed to next question)

No \_\_\_\_\_ (You are not eligible to submit a claim and should not submit this form)

2. Do you have proof of your transaction (a purchase or return) using a credit, debit or prepaid debit card (other than a Saks First branded credit card) at a Saks, Saks OFF 5TH, or Lord & Taylor store in the U.S., or the U.S. territories, between May 1, 2017 through April 1, 2018? Examples of proof include receipts, payment card statements and any other proof of a purchase or return.

Yes \_\_\_\_\_ (Submit a copy of your proof with this claim form)

No \_\_\_\_\_ (You are not eligible to submit a claim and should not submit this form.)

3. Do you have documented proof of extraordinary out-of-pocket fraud costs that (1) you incurred due to the third-party criminal cyberattack and the related consequences of that attack that affected certain Saks, Saks OFF 5TH, and Lord & Taylor stores in the U.S., or the U.S. territories, and which took place between May 1, 2017 and April 1, 2018; and (2) were not reimbursed?

Examples of extraordinary out-of-pocket fraud costs include:

- costs and expenses spent addressing identity theft or fraud;
- losses caused by restricted access to funds (e.g., costs of taking out a loan, ATM withdrawal fees);
- late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, and/or card cancellation or replacement fees;
- unauthorized charges on credit or debit cards;
- unauthorized withdrawal of funds from bank accounts (e.g., checking, savings and money market); and/or
- other documented losses that were not reimbursed.

Yes \_\_\_\_\_ (Submit a copy of your proof with this claim form)

No \_\_\_\_\_ (You are not eligible to submit a claim and should not submit this form.)

However, if you answered Yes to Question #1 above and have spent any time monitoring statements for your credit, debit or prepaid debit card (other than a Saks First branded credit card) at the stores described above, you may still be eligible to file a claim. Please click [here](#) to be directed to another claim form which does not require documented proof of out-of-pocket losses.)

4. Please check all applicable extraordinary out-of-pocket fraud costs which you incurred:

Loss Type (Check all that apply)	Examples of Supporting Documentation
<input type="checkbox"/> Costs and expenses spent addressing identity theft or fraud	<i>Receipt or account statement reflecting fuel costs for driving to bank or filing police report; Postage charges, long distance phone charges, cell phone charges, or data charges directly related to addressing the impacts of the data breach; Receipt for hiring service to assist you in addressing identity theft.</i>

	<i>Submit a copy of any supporting documentation with this claim form.</i>
____ Losses caused by restricted access to funds (e.g., costs of taking out a loan, ATM withdrawal fees)	<i>Account statement with ATM withdrawal fee highlighted; Loan agreement or bank statement with additional interest paid highlighted. Submit a copy of any supporting documentation with this claim form.</i>
____ Late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, and/or card cancellation or replacement fees	<i>Account statements reflecting fees. Submit a copy of any supporting documentation with this claim form.</i>
____ Unauthorized charges on credit or debit cards	<i>The following is required to recover for this category of losses: (1) a copy of the statements that show the fraudulent charges, and (2) correspondence from financial institution declining to reimburse you the charges. Submit a copy of these documents with this claim form.</i>
____ Unauthorized withdrawal of funds from bank accounts (e.g., checking, savings and money market)	<i>Account statements reflecting unauthorized withdrawals and your correspondence with financial institution challenging the withdrawal. Submit a copy of any supporting documentation with this claim form.</i>
____ Other documented losses that were not reimbursed	<i>Submit a copy of any supporting documentation with this claim form.</i>

**ATTESTATION AND SIGNATURE (required for all claims)**

I do hereby swear (or affirm), under penalty of perjury, that the information provided above and submitted herewith is true and accurate to the best of my knowledge.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**LIST OF SAKS, SAKS OFF 5TH, AND LORD & TAYLOR STORES**





**EXHIBIT B – PRESS RELEASE**

**You Could Be Eligible to Receive Payment from a Class Action Settlement if you used a credit, debit or other payment card at a Saks, Saks OFF 5TH, or Lord & Taylor store**

This Notice provides information about a class action lawsuit pending in the District Court for the Southern District of New York (“Litigation”) that may affect your rights. The Litigation claims that Hudson’s Bay Company ULC, Saks Incorporated, Saks Fifth Avenue LLC, Saks & Company LLC, and Lord & Taylor LLC (“Defendants”) were responsible for a data breach that affected Saks, Saks OFF 5TH, and Lord & Taylor stores between May 1, 2017 and April 1, 2018 (“Data Breach”). Defendants deny all claims and say they did not do anything wrong. The Court did not decide in favor of either side. Instead, both sides agreed to the Settlement.

**Are you eligible for a payment?** You are a “Settlement Class Member” if you used your credit, debit or prepaid debit card (other than a Saks First branded credit card) at a Saks, Saks OFF 5TH, or Lord & Taylor store in the United States and in U.S. territories between May 1, 2017 and April 1, 2018.

**Your options:** If you are a Settlement Class Member, you have three options:

1. **You Can Accept the Settlement:** You are eligible for \$30.00 for time spent monitoring or addressing the Data Breach. You are also eligible for reimbursement of actual documented unreimbursed out-of-pocket expenses caused by the Data Breach, up to \$5,000. Defendants will fund these benefits on approved claims in a total amount of up to \$2 million.

To get your cash payment, You must submit a Claim Form by **Month Day, Year**. Claim Forms are available at [www.XXXXXX.com](http://www.XXXXXX.com) or by calling XXXXXXXX.

2. **You Can Object to the Settlement:** You can stay in the Settlement, but you can tell the Court that you do not agree with the Settlement or some part of it, including the plaintiffs’ request for attorneys’ fees, expenses and service awards, by objecting by **Month Day, Year**.

You can’t ask the Court to order a larger settlement; the Court can only approve or deny the settlement as agreed to by the parties. If the Court denies approval, no settlement payments will be sent out to anyone and the lawsuit may continue to be litigated on the merits. If that is what you want to happen, you may want to object. You may hire your own lawyer to appear in Court for you if you wish; however, you will be responsible for paying your lawyer.

3. **You Can “Opt Out” (i.e. exclude yourself) from the Settlement:** If you exclude yourself from the Class – which is sometimes called “opting-out” of the Class – you won’t get a payment from the settlement but won’t be barred from asserting claims against Defendants in a separate lawsuit. If you do not want to be legally bound by the Settlement, you must exclude yourself from it by **Month Day, Year**.

The Long Notice, available at [www.XXXXX.com](http://www.XXXXX.com), explains how to exclude yourself from the Settlement or object to the Settlement and describes the released claims in detail.

### **When Will The Settlement Be Approved?**

The Court will hold a hearing in this case (*In re Hudson's Bay Company Data Security Incident Consumer Litigation*, Case No. 1:18-cv-08472, S.D.N.Y.) on **Month Day, Year**, at **TIME** to consider whether to approve the Settlement, and Class Counsel's request for attorneys' fees, costs and expenses, and service awards. You or your own lawyer may ask to appear and speak at the hearing at your own cost, but you do not have to.

### **Who Represents Settlement Class Members?**

The Court appointed Timothy J. Peter of Faruqi & Faruqi, LLP and Janine Pollack of Calcaterra Pollack LLP as Class Counsel to represent the Settlement Class. Class Counsel will ask the Court for an award of attorneys' fees, costs and expenses up to \$1,400,000, and service awards up to \$1,000 each for the Representative Plaintiffs Debbie Carthan, Bernadette Beekman, Julia A. Harris, Cassondra Joseph, Margo Kyler Knight, Jane Lefkowitz, Leslie Levitt-Raschella, Kelly Whitaker, Dennis Meduri, Giorgina Meduri, Greta Moss, Alexandria Rudolph, Jeanne Sacklow, Erika Targum, and Mark Wade. If you want to be represented by your own lawyer, you may hire one at your own expense.

[www.XXXXX.com](http://www.XXXXX.com) XXXXXXXX

**EXHIBIT C – LONG FORM NOTICE**

**NOTICE OF CLASS ACTION SETTLEMENT**

SOUTHERN DISTRICT OF NEW YORK

*In re Hudson's Bay Company Data Security Incident Consumer Litigation,*  
Case No. 1:18-cv-08472 (S.D.N.Y.)

**If you used a credit, debit, or other payment card (other than a Saks First branded credit card) at a Saks, Saks OFF 5TH, or Lord & Taylor store in the United States and in U.S. territories between May 1, 2017 and April 1, 2018, you may be eligible for benefits from a data breach class action settlement.**

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

- A settlement (the "Settlement") has been proposed with Hudson's Bay Company ULC (formerly known as Hudson's Bay Company), Saks Incorporated, Saks Fifth Avenue LLC, Saks & Company LLC, and Lord & Taylor LLC ("Defendants") in lawsuits asserting claims against Defendants relating to a data security incident that occurred between May 1, 2017 and April 1, 2018, arising from a third-party criminal cyberattack involving the placement of malware on Defendants' point of sale systems targeting customers' payment card information (the "Data Breach"). Defendants deny all of the claims. The Settlement does not establish who is correct and is not an admission of fault, but rather is a compromise to end the lawsuit.
- The Settlement includes, subject to certain limitations, all persons who used their credit, debit or prepaid debit card (other than a Saks First branded credit card) at a Saks, Saks OFF 5TH, or Lord & Taylor store in the United States and in U.S. territories between May 1, 2017 and April 1, 2018 (the "Settlement Class").
- The Settlement makes certain members of the Settlement Class who submit valid claims eligible to receive cash payment for certain documented unreimbursed out-of-pocket expenses and time spent that resulted from the Data Breach.

Questions? Go to [www.XXX.com](http://www.XXX.com) or call 1-XXX-XXX-XXXX

**Your legal rights are affected even if you do nothing. Read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>Submit a Claim</b>	This is the only way to get benefits under this Settlement.
<b>Ask to be Excluded</b>	Get no benefits. This is the only option that allows you to bring your own lawsuit against Defendants related to the Data Breach.
<b>Object</b>	Write to the Court about why you do not think the Settlement is fair, reasonable, or adequate.
<b>Go to the Hearing</b>	Ask to speak in Court about the fairness of the Settlement.
<b>Do Nothing</b>	Get no benefits from the Settlement. Give up rights to submit a claim for the Settlement benefits or to bring a different lawsuit against Defendants related to the Data Breach.

- 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 grant final approval of the Settlement. No cash payments will be made until after the Court grants final approval of the Settlement and all appeals, if any, are resolved.

Questions? Go to [www.XXX.com](http://www.XXX.com) or call 1-XXX-XXX-XXXX

## BASIC INFORMATION

### 1. Why is there a Notice?

The Court authorized this notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to give “final approval” to the Settlement. This notice explains the nature of the lawsuit that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

Judge Kevin Castel of the United States District Court for the Southern District of New York is overseeing this case known as *In re Hudson’s Bay Company Data Security Incident Consumer Litigation*, Case No. 1:18-cv-08472. The people who brought the lawsuit are called the Plaintiffs. The companies being sued, Hudson’s Bay Company ULC, Saks Incorporated, Saks Fifth Avenue LLC, Saks & Company LLC, and Lord & Taylor LLC, are called the Defendants.

### 2. What is this lawsuit about?

The lawsuit claims that Defendants were responsible for the Data Breach and asserts claims such as: negligence, breach of implied contract, unjust enrichment/quasi-contract, breach of confidence, and violations of the following acts: Arizona Consumer Fraud Act, California Unfair Competition Law, California Consumers Legal Remedies Act, California Customer Records Act, Connecticut Unfair Trade Practices Act, Florida Deceptive and Unfair Trade Practices Act, Illinois Consumer Fraud Act, New Jersey Consumer Fraud Act, New Jersey Consumer Security Breach Disclosure Act, New York Consumer Law for Deceptive Acts and Practices, Texas Deceptive Trade Practices and Consumer Protection Act, Nevada Deceptive Trade Practices Act, and the Georgia Fair Business Practices Act.

Defendants deny these claims and say they did not do anything wrong. No court or other judicial entity has made any judgment or other determination that Defendants have any liability on these claims or did anything wrong.

### 3. Why is this lawsuit a class action?

In a class action, one or more people called class representatives or representative plaintiffs sue on behalf of all people who have similar claims. Together, all of these people are called a class and the individuals are called class members. One court resolves the issues for all class members, except for those who exclude themselves from the class.

### 4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Defendants. Instead, both sides agreed to the Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to members of the Settlement Class (“Settlement Class Members”). The “Settlement Class Representatives” appointed to represent the Settlement Class, and the attorneys for the Settlement Class (“Settlement Class Counsel,” see Question 18) think the Settlement is best for all Settlement Class Members.

Questions? Go to [www.XXX.com](http://www.XXX.com) or call 1-XXX-XXX-XXXX

## WHO IS IN THE SETTLEMENT?

### 5. How do I know if I am part of the Settlement?

You are affected by the Settlement and potentially a member of the Settlement Class if you used your credit, debit or prepaid debit card (other than a Saks First branded credit card) at a Saks, Saks OFF 5TH, or Lord & Taylor store in the United States and in U.S. territories between May 1, 2017 and April 1, 2018.

Only Settlement Class Members are eligible to receive benefits under the Settlement. Specifically excluded from the Settlement Class are Defendants, any of their parents or subsidiaries, any entities in which they have a controlling interest, as well as their current and former officers, directors, affiliates, legal representatives, heirs, predecessors, successors, and assigns. Also excluded are any Judges to whom this case is assigned as well as his or her judicial staff and immediate family members.

### 6. 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-XXX-XXX-XXXX with questions. You may also write with questions to [Address], PO Box XXXX, [City], [State] XXXXX-XXXX.

## THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

### 7. What does the Settlement provide?

The Settlement provides that Defendants will fund the following payments up to a total of \$2,000,000: (a) \$30.00 for reimbursement to Settlement Class Members who can provide proof that they used a credit, debit or prepaid debit card (other than a Saks First branded credit card) at a Saks, Saks OFF 5TH, or Lord & Taylor store in the United States and in U.S. territories between May 1, 2017 and April 1, 2018 and subsequently spent time monitoring their payment card accounts or taking other steps to address the Data Breach; and (b) up to \$5,000 for reimbursement of certain out of pocket expenses stemming from the Data Breach that were not reimbursed (see Question 8). Such benefits are subject to pro-rata reduction as needed in the event that the total claims exceed the \$2,000,000.00 cap on payments to be made by Defendants, and Defendants shall retain any amounts not required for payment of these benefits to those eligible to receive them whose claims are approved. Defendants have also agreed to pay attorney's fees, costs and expenses (see Question 19) and the costs of notifying the Settlement Class and administering the Settlement up to \$250,000 (with Plaintiff's Counsel responsible for any amount over \$250,000).

### 8. What payments are available for reimbursement of documented out-of-pocket expenses and time spent?

Settlement Class Members are eligible to receive up to \$5,000 (in total) for:

a) Reimbursement of actual documented, unreimbursed out-of-pocket expenses resulting from the Data Breach, such as:

- costs and expenses spent addressing identity theft or fraud;

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- losses caused by restricted access to funds (*i.e.*, costs of taking out a loan, ATM withdrawal fees);
- late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, and/or card cancellation or replacement fees;
- unauthorized charges on credit, debit or prepaid debit cards (other than a Saks First branded credit card) that were not reimbursed;
- unauthorized withdrawal of funds from bank accounts (*i.e.*, checking, savings and money market); and
- other documented losses that were not reimbursed.

b) Settlement Class Members who qualify for such documented expense reimbursement may also be compensated for time spent remedying such impacts resulting from the Data Breach as described in response to Question 7, in the amount of \$30.00.

## HOW DO YOU SUBMIT A CLAIM?

### 9. How do I get a benefit?

To receive any benefit under the Settlement, you must complete and submit a claim for that benefit (a “Claim”). Every Claim must be made on a form (“Claim Form”) available at [\[LINK\]](#) or by calling [1-XXX-XXX-XXXX](#). Read the instructions carefully, fill out the Claim Form, provide the required documentation, and submit it according to the instructions on the claim form.

### 10. How will claims be decided?

The Settlement Administrator will decide whether and to what extent any Claim made on each Claim Form is valid. The Settlement Administrator may require additional information. If you do not provide the additional information in a timely manner the Claim will be considered invalid and will not be paid.

### 11. When will I get my payment?

The Court will hold a hearing on [Month Day, Year](#) to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving them can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. Please be patient.

## WHAT DO DEFENDANTS GET?

### 12. What am I giving up as part of the Settlement?

If the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Settlement Class Member and you will give up your right to sue Defendants and other persons (“Released Persons”) as to all claims (“Released Claims”) arising out of or relating to the Data Breach. This release is described in the Settlement Agreement, which is available at [www.XXX.com](#). In the Settlement Agreement, the Data Breach is referred to as the Security Incident. If you have any questions you can talk to the law firms listed in Question 18 for free or you can talk to your own lawyer.

Questions? Go to [www.XXX.com](#) or call [1-XXX-XXX-XXXX](#)

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of this Settlement, but you want to keep the right to sue Defendants about the legal issues in this case, then you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as “opting out” of the Settlement Class.

### 13. If I exclude myself, can I get a payment from this Settlement?

No. If you exclude yourself you will not be entitled to receive any benefits from the Settlement, but you will not be bound by any judgment in this case.

### 14. If I do not exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendants (and the other Released Persons) for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form to ask for any benefit under the Settlement.

If you are requesting exclusion because you want to bring your own lawsuit based on the matters alleged in this class action, you may want to consult an attorney and discuss whether any individual claim that you may wish to pursue would be time-barred by the applicable statutes of limitations or repose.

### 15. How do I exclude myself from the Settlement?

To exclude yourself, send a letter that says you want to be excluded from the Settlement in *In re Hudson’s Bay Company Data Security Incident Consumer Litigation*, Case No. 1:18-cv-08472 (S.D.N.Y.). Include your name, address, and signature. You must mail your exclusion request postmarked by **Month Day, Year**, to:

**Hudson’s Bay Company Data Breach Settlement Exclusions**  
**PO Box XXXXX**  
**City, State XXXXX**

## OBJECTING TO THE SETTLEMENT

### 16. How do I tell the Court that I do not like the Settlement?

You can tell the Court that you do not agree with the Settlement or some part of it by objecting to the Settlement. The Court will consider your views in its decision whether to approve the Settlement. To object, you must (1) file a written objection in this case, *In re Hudson’s Bay Company Data Security Incident Consumer Litigation*, Case No. 1:18-cv-08472 (S.D.N.Y.), with the Clerk of the Court *or* mail it to the Settlement Administrator at the address below, and (2) mail copies to Class Counsel and Defense Counsel at the addresses below.

Your objection must state: (1) your full name, address, telephone number, and e-mail address (if any); (2) information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class; (3) a written statement of all grounds for the objection,

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accompanied by any legal, factual, and evidentiary support for the objection that you believe is applicable; (4) the identity of all counsel representing you (if any), including any former or current counsel who may be entitled to compensation for any reason related to the objection; (5) a list of all persons who will be called to testify at the final fairness hearing in support of the objection; (6) a statement confirming whether you intend to personally appear and/or testify at the final fairness hearing; (7) your signature and the signature of your duly authorized attorney or other duly authorized representative, if applicable; (8) a list, by case name, court, and docket number, of all other cases in which you (directly or through counsel) have filed an objection to any proposed class action settlement within the last 3 years; (9) a list, by case name, court, and docket number, of all other cases in which your counsel (on behalf of any person or entity) has filed an objection to any proposed class action settlement within the last 3 years; and (10) any and all agreements that relate to the objection or the process of objecting, whether written or verbal, between you or your counsel and any other person or entity. Under the Settlement Agreement, you may also be required to participate in expedited discovery regarding your objection, including by responding to written requests for documents and questions and participating in a deposition.

To be considered, your objection must be *either* **filed** with the Clerk of the Court for the United States District Court for the Southern District of New York *or* **mailed** to the Settlement Administrator at the below address postmarked by no later than **Month Day, Year**. In addition, you must **mail** a copy of your objection to both Class Counsel and Defense Counsel, postmarked no later than **Month Day, Year**, to the below addresses:

Court	Settlement Administrator
<p style="text-align: center;">Clerk of the Court Daniel Patrick Moynihan U.S Courthouse 500 Pearl Street New York, New York 10007</p>	<p style="text-align: center;">Hudson's Bay Company Data Breach Settlement c/o Analytics Consulting, LLC P.O. Box 2002 Chanhassen, MN 55317-2002</p>
Class Counsel	Defendants' Counsel
<p style="text-align: center;">Timothy J. Peter Faruqi &amp; Faruqi, LLP 1617 John F. Kennedy Blvd Suite 1550 Philadelphia, PA 19103</p> <p style="text-align: center;">And</p> <p style="text-align: center;">Janine Pollack Calcaterra Pollack LLP 1140 Avenue of the Americas 9th Floor New York, NY 10036</p>	<p style="text-align: center;">Gregory T. Parks Morgan, Lewis &amp; Bockius LLP 1701 Market St. Philadelphia, PA 19103-2921</p>

Questions? Go to [www.XXX.com](http://www.XXX.com) or call 1-XXX-XXX-XXXX

**17. What is the difference between objecting and asking to be excluded?**

Objecting is telling the Court that you do not like the Settlement and why you do not think it should be approved. You can object only if you are a member of the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any payment from the Settlement. If you exclude yourself, you have no basis to object because you are no longer a member of the Settlement Class and the case no longer affects you. If you submit both a valid objection and a valid request to be excluded you will be deemed to have only submitted the request to be excluded.

**THE LAWYERS REPRESENTING YOU**

**18. Do I have a lawyer in this case?**

Yes. The Court appointed Timothy J. Peter of Faruqi & Faruqi, LLP and Janine Pollack of Calcaterra Pollack LLP as Class Counsel to represent the Settlement Class. If you want to be represented by your own lawyer, you may hire one at your own expense.

**19. How will the lawyers be paid?**

Class Counsel will ask the Court for an award for attorneys' fees, costs and expenses up to \$1,400,000. Defendant Hudson's Bay Company ULC has agreed to pay any award of attorneys' fees, costs and expenses up to that amount, to the extent approved by the Court. Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis.

Class Counsel will also ask the Court for a service award up to \$1,000 each for the Representative Plaintiffs Debbie Carthan, Bernadette Beekman, Julia A. Harris, Cassondra Joseph, Margo Kyler Knight, Jane Lefkowitz, Leslie Levitt-Raschella, Kelly Whitaker, Dennis Meduri, Giorgina Meduri, Greta Moss, Alexandria Rudolph, Jeanne Sacklow, Erika Targum, and Mark Wade.

Any award for attorneys' fees, costs and expenses for Class Counsel, and of service awards to the Representative Plaintiffs, must be approved by the Court. The Court may award less than the amounts requested. Class Counsel's papers in support of final approval of the Settlement and their application for attorneys' fees, costs and expenses, and service awards will be filed no later than **Month Day, Year** and will be posted on the settlement website.

**THE COURT'S FAIRNESS HEARING**

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

The Court will hold a Final Approval Hearing at \_\_: \_\_.m. on **Month Day, Year**, at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl St., New York, NY 10007-1312. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees and reasonable costs and expenses, as well as the request for service awards for the Representative Plaintiffs. After the hearing the Court will decide

whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Class Counsel recommend to check [www.XXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXX.com) or call 1-XXX-XXX-XXXX.

**21. Do I have to attend the hearing?**

No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to come to the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 16, the Court will consider it.

**22. May I speak at the hearing?**

You may ask the Court for permission to speak at the final fairness hearing. To do so, you must file an objection according to the instructions in Question 16, including all the information required. Your objection must either be **filed** with the Clerk of the Court for the United States District Court for the Southern District of New York or **mailed** to the Settlement Administrator postmarked no later than **Month Day, Year**. In addition, you must **mail** a copy of your objection to both Class Counsel and Defense Counsel listed in Question 16, postmarked no later than **Month Day, Year**.

**IF YOU DO NOTHING**

**23. What happens if I do nothing?**

If you do nothing you will not get any money from this Settlement and if the Settlement is granted final approval and the judgment becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants and the other Released Persons based on any of the Released Claims, ever again.

**GETTING MORE INFORMATION**

**24. How do I get more information?**

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at [\[LINK\]](#). You may also call the Settlement Administrator with questions or to get a Claim Form at [1-XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX).

**EXHIBIT D – NOTICE PLAN**

**IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

IN RE HUDSON’S BAY COMPANY DATA  
SECURITY INCIDENT CONSUMER  
LITIGATION

No. 1:18-cv-08472-PKC

**DECLARATION OF RICHARD W. SIMMONS OF  
ANALYTICS CONSULTING LLC IN SUPPORT OF  
PROPOSED NOTICE PROGRAM**

I, Richard W. Simmons, have personal knowledge of the facts and opinions set forth herein, and I believe them to be true and correct to the best of my knowledge. If called to do so, I would testify consistent with the sworn testimony set forth in this Declaration. Under penalty of perjury, I state as follows:

**SCOPE OF ENGAGEMENT**

1. I am the President of Analytics Consulting LLC (“Analytics”)<sup>1</sup>. My company is one of the leading providers of class and collective action notice and claims management programs in the nation. It is my understanding that Analytics’ class action consulting practice, including the design and implementation of legal notice campaigns, is the oldest in the country. Through my work, I have personally overseen court-ordered class and collective notice programs in more than 1,000 matters.

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<sup>1</sup> In October 2013, Analytics Consulting LLC acquired Analytics, Incorporated. I am the former President of Analytics, Incorporated (also d/b/a “BMC Group Class Action Services”). References to “Analytics” herein include the prior legal entity.

2. This Declaration summarizes: my experience and qualifications; the proposed Notice Program<sup>2</sup> (the “Notice Plan”); and why the Notice Plan will provide the best practicable notice in this matter.

### **QUALIFICATIONS AND EXPERIENCE**

3. Founded in 1970, Analytics has consulted for 50 years regarding the design and implementation of legal notice and claims management programs relating to class and collective action litigation. These engagements include notice and claims administration involving antitrust, civil rights, consumer fraud, data breach, employment, insurance, product defect/liability, and securities litigation.

4. Analytics’ clients include corporations, law firms (both plaintiff and defense), and the federal government. Analytics’ long-term federal contracts include the following:

- a) Since 1998, Analytics has been under contract (five consecutive five-year contracts) with the Federal Trade Commission (“FTC”) to administer and provide expert advice regarding notice (including published notice) and claims processing in their settlements/redress programs;
- b) In 2012, Analytics was awarded a 10-year contract by the Department of Justice (“DOJ”) to administer and provide expert advice regarding (including published notice) notice and claims processing to support their asset forfeiture/remission program; and,
- c) Since 2013, Analytics has been appointed as a Distribution Agent (two consecutive five-year terms) by the Securities and Exchange Commission (“SEC”) to administer and provide expert advice regarding notice (including published notice) and claims processing to support their investor settlements.

5. I joined Analytics in 1990 and have 30 years of direct experience in designing and implementing class action settlements and notice campaigns. The notice programs I have managed range in size from fewer than 100 class members to more than 40 million known class members,

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<sup>2</sup> All capitalized terms not defined herein have the same meaning as those defined in the Settlement Agreement (the “Settlement,” “Settlement Agreement” or “SA”).



including some of the largest and most complex notice and claims administration programs in history.

6. I have testified in state and federal courts as to the design and implementation of notice programs, claims processes, and the impact attorney communications has had on claims rates. As has always been my practice, I personally performed or oversaw Analytics' consulting services in each of the cases indicated on my CV, which is attached hereto as **Exhibit 1**.

7. I have presented to panels of judges and lawyers on issues regarding class notice, claims processing, and disbursement. In 2011, I was a panelist at the Federal Judicial Center's ("FJC") workshop/meeting regarding class action notice and settlement administration. In 2014, I was interviewed by the CFPB regarding notice and claims administration in class action litigation as part of their study on arbitration and consumer class litigation waivers. In 2016, I worked with the FTC to conduct research regarding: a) the impact of alternate forms of notice on fund participation rates; and, b) the impact of alternate formats of checks on check cashing rates. In 2016, I was an invited participant to the Duke Law Conference on Class Action Settlements regarding electronic notification of class members. In 2017, I was the primary author of the Duke Law Conference on Class Action Settlement's guide to best practices regarding the evaluation of class action notice campaigns (including notice by electronic means).

8. I have co-authored and presented CLE programs and whitepapers regarding class notice and class action claims administration. In 2016, I co-authored a paper titled "Crafting Digital Class Notices That Actually Provide Notice" (Law360.com, New York (March 10, 2016)). My speaking engagements regarding notice include: *Risks and Regulations: Best Practices that Protect Class Member Confidentiality*, HB Litigation Conference on Class Action Mastery in New York City (2018); *Recent Developments in Class Action Notice and Claims Administration*,

Practising Law Institute in New York City (2017); *The Beginning and the End of Class Action Lawsuits*, Perrin Class Action Litigation Conference in Chicago (2017); *Class Action Administration: Data and Technology*, Harris Martin Target Data Breach Conference in San Diego (2014); *Developments in Legal Notice*, accredited CLE Program, presented at Shook Hardy & Bacon, LLP in Kansas City (2013), Halunen & Associates in Minneapolis (2013), and Susman Godfrey in Dallas (2014); and *Class Actions 101: Best Practices and Potential Pitfalls in Providing Class Notice*, CLE Program, presented to the Kansas Bar Association (March 2009).

9. I have been recognized by courts for my opinion as to which method of notification is appropriate for a given case and whether a certain method of notice represents the best notice practicable under the circumstances. Some of the cases in which I testified are:

- a) Honorable Stephen J. Murphy III, *Doe I v. Deja vu Servs., Inc.*, No. 2:16-cv-10877, ECF No. 77 (E.D. Mich. June 19, 2017):

*Also, the Plaintiffs certified that notice had been provided in accordance with the Court's preliminary approval order. The notices stated—in clear and easily understandable terms—the key information class members needed to make an informed decision: the nature of the action, the class claims, the definition of the class, the general outline of the settlement, how to elect for a cash payment, how to opt out of the class, how to object to the settlement, the right of class members to secure counsel, and the binding nature of the settlement on class members who do not to opt out.*

\* \* \*

*In addition, the parties took additional steps to provide notice to class members, including through targeted advertisements on social media. The Court finds that the parties have provided the “best notice that is practicable under the circumstances,” and complied with the requirements of the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, and due process.<sup>3</sup>*

- b) Associate Justice Edward P. Leibensberger, *Geanacopoulos v. Philip Morris USA, Inc.*, No. 9884CV06002, Dkt. No. 230 (Mass. Super. Ct. Sept. 30, 2016):

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<sup>3</sup> Unless otherwise indicated, citations are omitted and emphasis is added.

*The Court finds that the plan of Notice as described in paragraphs 12 through 20 of the Settlement Agreement, including the use of email, mail, publication and internet notice, constituted the best notice practicable under the circumstances and constituted due and sufficient notice to the Class.*

- c) Honorable Edward J. Davila, *In re: Google Referrer Header Privacy Litig.*, No. 5:10-cv-04809, ECF No. 85 (N.D. Cal. Mar. 31, 2015):

*On the issue of appropriate notice, the court previously recognized the uniqueness of the class asserted in this case, since it could potentially cover most internet users in the United States. On that ground, the court approved the proposed notice plan involving four media channels: (1) internet-based notice using paid banner ads targeted at potential class members (in English and in Spanish on Spanish-language websites); (2) notice via “earned media” or, in other words, through articles in the press; (3) a website decided solely to the settlement (in English and Spanish versions); and (4) a toll-free telephone number where class members can obtain additional information and request a class notice. In addition, the court approved the content and appearance of the class notice and related forms as consistent with Rule 23(c)(2)(B).*

*The court again finds that the notice plan and class notices are consistent with Rule 23, and that the plan has been fully and properly implemented by the parties and the class administrator.*

- d) Honorable Terrence F. McVerry, *Kobylanski. v. Motorola Mobility, Inc.*, No. 2:13-cv-01181, ECF No. 43 (W.D. Pa. Oct. 9, 2014):

*The Court finds that the distribution of the Notice to Class Members Re: Pendency of Class Action, as provided for in the Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable under the circumstances to all Persons within the definition of the Class and fully met the requirements of due process under the United States Constitution.*

- e) Honorable Thomas N. O’Neill, Jr., *In re: CertainTeed Fiber Cement Siding Litig.*, No. 2:11-md-02270, ECF No. 119 (E.D. Pa. Mar. 20, 2014):

*Class Members were provided with notice of the settlement in the manner and form set forth in the settlement agreement. Notice was also provided to pertinent state and federal officials. The notice plan was reasonably calculated to give actual notice to Class Members of their right to receive benefits from the settlement or to be excluded from the settlement or object to the settlement. The notice plan met the requirements of Rule 23 and due process.*

- f) Honorable Robert W. Gettleman, *In re Aftermarket Filters Antitrust Litig.*, No. 1:08-cv-04883, ECF No. 1031 (N.D. Ill. Oct. 25, 2012):

*Due and adequate notice of the Settlement was provided to the Class. . . . The manner of giving notice provided in this case fully satisfies the requirements of*

*Federal Rule of Civil Procedure 23 and due process, constitutes the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons entitled thereto. A full and fair opportunity was provided to the members of the Class to be heard regarding the Settlements.*

- g) Honorable Marco A. Roldan, *Plubell v. Merck & Co., Inc.*, NO. 04CV235817-01, Final Judgment and Order (Mo. Cir. Ct. Mar. 15, 2013):

*Under the circumstances, the notice of this Settlement provided to Class Members in accordance with the Notice Order was the best notice practicable of the proceedings and matters set forth therein, including the proposed Settlement, to all Persons entitled to such notice, and said notice fully satisfied the requirements due process and Missouri law.*

- h) Honorable James P. Kleinberg, *Skold v. Intel Corp.*, No. 2005-CV-039231, Order on Motion for Approval (Cal. Super. Ct. Mar. 14, 2013):

*The Court finds that Plaintiff's proposed Notice plan has a reasonable chance of reaching a substantial percentage of class members.*

- i) Honorable J. Phil Gilbert, *Greenville IL v. Syngenta Crop Prot., Inc.*, No 3:10-cv-00188, ECF No. 325 (S.D. Ill. Oct. 23, 2012):

*The Notice provided to the Class fully complied with Rule 23, was the best notice practicable, satisfied all constitutional due process requirements, and provides the Court with jurisdiction over the Class Members.*

10. In addition to my class action consulting work, I taught a college course in antitrust economics, was a guest lecturer at the University of Minnesota Law School on issues of statistical and economic analysis, was a charter member of the American Academy of Economic and Financial Experts, and am a former referee for the Journal of Legal Economics (reviewing and critiquing peer-reviewed articles on the application of economic and statistical analysis to legal issues).

### **SUMMARY OF NOTICE PLAN**

11. Analytics has consulted with Class Counsel to develop a Notice Plan to provide targeted, effective notice to Class Members regarding the pending Settlement. This proposed Notice Plan includes:

- a) Paid Advertisements: a state-of-the-art internet banner ad notice targeted directly to likely Class Members regarding the Settlement.
- b) Earned Media: Nationwide press release via PR Newswire's US1 distribution to more than 12,000 traditional media outlets (print, TV, and radio) and 2,500 online outlets;
- c) A dedicated case website and monitored email address; and
- d) A dedicated toll-free support phone line.

12. The paid advertising component of the Notice Plan is designed to deliver an approximate 70% reach. This means that at least 70% of our target audience (the Class) will see an advertisement concerning the Settlement. This 70% reach is separate and apart from the national press release, informational website and toll-free line, all of which are difficult to measure in terms of reach percentage but will nonetheless aid in informing the Class of their rights and options under the Settlement.

13. This Notice Plan, supported by the details outlined below, conforms to the best practices identified in the Federal Judicial Center's (or "FJC") Publication "*Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*" (2010) and provides the best practicable notice in this litigation.

#### **CLASS DEFINITION**

14. The Settlement Agreement defines the "Class" as:

all persons who used their credit, debit or prepaid debit card (other than a Saks First branded credit card) at a Saks, Saks OFF 5TH, or Lord & Taylor store in the United States and in U.S. territories during the Exposure Window. Excluded from the Class are Defendants, any of their parents or subsidiaries, any entities in which they have a controlling interest, as well as their current and former officers, directors, corporate affiliates, legal representatives, heirs, predecessors, successors, and assigns. Also excluded are any judges to whom this case is assigned as well as his or her judicial staff and immediate family members. (¶ 1.6)

15. In order to develop the media plan for the Notice Plan, the demographics of the Class were researched using MRI 2020 Doublebase data.<sup>4</sup> MRI data is used by advertising agencies and other communications professionals to understand the demographic characteristics, interests and practices of a target group and aids in the selection of appropriate media to reach that target. Use of data such as this is part of the “accepted methodology” that should be used in class action notice programs when the identities of class members are unknown. Here, both Lord & Taylor and Saks are measured entities in MRI. Here, the target audience has the following characteristics:

- a) Women ages 35 - 64 with a median age of 47
- b) Just over half are married (53%)
- c) 33.5% have a child/children under the age of 17 living in the household
- d) Higher educated with a majority (58.5%) having a college degree
- e) 64.7% live in households with total income above \$75K
- f) 63.5% are employed, with most working full time (48%).

16. To identify the best vehicles to deliver messaging to the target audience, Analytics also reviewed the media quintiles, which measure the degree to which an audience uses media relative to the general population. Here it shows our target audience spend a heavy amount of time (19 hours) per week on the internet compared to the general population. In light of this data, Analytics recommends paid digital banner advertisements to provide notice to potential Class Members of their rights and options in the Settlement.

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<sup>4</sup>MRI is nationally accredited research firm that provides consumer demographics, product and brand usage, and audience/exposure in all forms of advertising media. Established in 1979, MRI measures the usage of nearly 6,000 product and service brands across 550 categories, along with the readership of hundreds of magazines and newspapers, internet usage, television viewership, national and local radio listening, yellow page usage, and outof home exposure. Based on a yearly face-to-face interview of 26,000 consumers in their homes, MRI’s Survey of the American Consumer™ is the primary source of audience data for the U.S. consumer magazine industry and the most comprehensive and reliable source of multi-media audience data available.

17. Based on the above target definition, the potential audience size is estimated to be 10,570,000 individuals (as compared with an estimated class size of 3,000,000). This is intentionally overinclusive, but will allow Analytics, based on objective syndicated data, to report to the Court, with confidence, that the reach within the target audience complies with due process and exceeds the Federal Judicial Center's threshold as to reasonableness with respect to a class notification program.

### **EARNED MEDIA**

18. A party-neutral, Court-approved informational press release will be issued over PR Newswire's US1 distribution list to more than 12,000 traditional media outlets (print, TV, and radio) and 2,500 online outlets. PR Newswire is a world-recognized newswire with a wire, Internet, satellite and fax network that is capable of the immediate distribution of news releases to the media, financial community and consumers. The release will include the toll-free number and website address so that Class Members may easily obtain more information, if they desire.

### **DIGITAL ADVERTISING NOTICE**

19. Analytics will implement a paid nationwide online advertising campaign that directly targets Class Members. In doing so, Analytics utilizes advanced targeting and a known and verifiable target audience profile to ensure that members of the Target Audience are reached online. Through this "programmatic" approach, Analytics will be able to target members of the Settlement Class. Purchasing display and mobile inventory programmatically provides the highest reach, allows for numerous advanced targeting methodologies, and offers the most cost-efficient rates to reach potential Class Members.

20. Sample display advertisements are attached hereto as **Exhibit 2**. The programmatic display advertising will be implemented using a thirty-day desktop and mobile campaign, utilizing banner



ads in standard IAB sizes (160x600, 300x250, 728x90, 300x600, 320x50 and 300x50). A frequency cap will be imposed to maximize reach. The internet banner campaign is designed to serve approximately 22,100,000 impressions.

21. All banner advertisements will be linked directly to the Settlement Website. This provides Class Members with the ability to transition directly from a summary message regarding the litigation to a comprehensive online resource (the Website) providing detailed information regarding the litigation. Specifically, users who “click” on our banner advertisements will be routed directly to the Settlement Website where they will be presented with detailed information regarding the Settlement. This combination of reaching our audience and instantaneously connecting them to greater detail via the Settlement Website provides us with a comprehensive online approach to inform Class Members about the litigation.

22. The digital media campaign will be routinely monitored by Analytics to analyze key campaign performance indicators, such as click-through rates and costs per action. This knowledge will be leveraged to allocate placements to sites that have demonstrated to be successful throughout the duration of the campaign.

### **RESPONSE MECHANISMS**

#### *Toll-Free Phone Support*

23. Prior to the mailing of the Notice, we will coordinate with Class Counsel to implement a dedicated toll-free number as a resource for Class Members seeking information about the Settlement.

24. By calling this number, Class Members will be able to listen to pre-recorded answers to Frequently Asked Questions (“FAQs”) or request to have a Notice mailed to them. Automated messages will be available to Class Members 24-hours a day, 7-days a week, with call center



agents also available during standard business hours. Analytics' IVR system allows Class Members to request a return call if they call outside of business hours or if they prefer not to remain on hold. This automated process confirms the caller's phone number and automatically queues a return call the next business day.

25. Calls are transferred to agents specifically assigned to an engagement using "skillset" routing. In addition to engagement specific training, call center agents receive training regarding Analytics' applications, policies, and procedures (such as privacy and identity proofing). This training also includes customer service-oriented modules to ensure that the answers to callers' questions are delivered in a professional, conversational, and plain-English manner.

26. Answers to frequently asked questions will be standardized and managed in Analytics' centralized knowledge management system. Each time a call is delivered to an agent, the agent is provided, on-screen, with a list of questions and Counsel-approved responses. Call center agents are monitored, graded, and coached on an ongoing basis to ensure that consistent messages are delivered regarding each matter.

#### *Settlement Website*

27. Prior to the mailing of the Notice, Analytics will coordinate with Class Counsel to develop an informational website (the "Settlement Website" or "Website", available at [www.hbcsettlement.com](http://www.hbcsettlement.com)) to provide information to Class Members regarding the litigation and Settlement. Guided by an intent to keep Class Members fully informed, the Website will conform to key e-commerce best practices:

- a) The top section of the home page, most prominent on lower resolution monitors, will include a summary message about the litigation along with a prominent button labeled "File Your Claim." that takes class members to a dedicate page explaining their options for submitting a claim (including

online and paper). This button will be outside the color scheme of the page (black, gray, and white), making it especially prominent; and

- b) The home page content will be simplified and streamlined, so that specific prominent language and graphic images can direct Class Members to specific content areas:
  - i) FAQs: “Learn How This Litigation Affects Your Rights and Get Answers to Your Questions About the Litigation”;
  - ii) Important Deadlines: “Important Deadlines That Will Affect Your Rights”; and
  - iii) Case Documents: “Detailed Information About the Case” including the operative Complaint, Settlement Agreement, Notice and Claim Form.

28. Recognizing the increasingly mobile nature of advertising and communications, the Website will be mobile optimized, meaning it can be clearly read and used by Class Members visiting the Website via smart phone or tablet<sup>5</sup>. By visiting the Website, Class Members will be able to read and download key information about the litigation, including, without limitation:

- a) Class Members’ rights and options;
- b) important dates and deadlines;
- c) answers to FAQs; and
- d) case documents.

29. In order to ensure accessibility to information regarding the settlement to all Class Members, the design and implementation of the website for this settlement will be compliant with

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<sup>5</sup> In a consumer settlement, it is common for more than half of class members who visit a settlement website to be using a smart phone or tablet.

ADA Section 508 of the Rehabilitation Act (29 U.S.C. § 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220)

*Email Support*

30. The Website will contain prominent links for Class Members to ask questions about the litigation and Settlement. These links and the supporting email address will be operational prior to the commencement of the Notice Plan.

31. Every email received by Analytics will be assigned a tracking number, and the sender will receive an immediate response confirming receipt along with a link to additional information regarding the litigation. When Class Members' questions have been answered, they will be sent a follow up email asking if they have any additional questions and verifying that their questions were answered.

**PERFORMANCE OF THE NOTICE PROGRAM**

32. The digital media component of the Notice Program is designed to deliver a 70% reach based upon objective, syndicated data sources. The national press release, Settlement Website and toll-free hotline are not calculable in the reach percentage but will nonetheless aid in informing Class Members of their rights and options under the Settlement. Many courts have determined that a 70% reach is sufficient. In 2010, the FJC issued a "Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide" (the "FJC Guide"). This FJC Guide states that, "[t]he lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%."<sup>6</sup> In this matter, we expect to deliver notice in this range.

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<sup>6</sup> *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* at 3, FED. JUD. CTR. (2010), <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>.

### **PLAIN LANGUAGE NOTICE DESIGN**

33. The proposed Notice forms used in this matter are designed to be “noticed,” reviewed, and—by presenting the information in plain language—understood by Class Members. The design of the notices follows principles embodied in the Federal Judicial Center’s illustrative “model” notices posted at [www.fjc.gov](http://www.fjc.gov). The notice forms attached as Exhibits A-1 and A-2 to the Settlement Agreement and Release contain plain-language summaries of key information about Class Members’ rights and options pursuant to the Settlement. Consistent with normal practice, prior to being delivered and published, all notice documents will undergo a final edit for accuracy.

### **CONCLUSION**

34. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, state and local rules and statutes, and further by case law pertaining to notice. This framework requires that: (1) notice reaches the class; (2) the notice that actually comes to the attention of the class is informative and easy to understand; (3) class members are likely to respond given the means, or combination of means, of sending notice; and (4) class members’ rights and options are easy to act upon. All of these requirements will be met in this case:

- a) The formats and means selected to provide notice are those most likely to allow and persuade Class Members to actively make an informed decision regarding their rights and options; and
- b) The Notice and Claim Form are designed to be “noticed” and are written in carefully organized, plain language.

35. The proposed Notice Plan will inform Class Members of the existence of the Settlement through a nationwide press release and paid digital advertising. These notice efforts will be supplemented by a website, email support, and toll-free phone support.

36. The Notice Plan will provide the best notice practicable under the circumstances of this case, conforms to all aspects of Fed. R. Civ. P. 23, and comports with the guidance for effective notice articulated in the Manual for Complex Litigation.

37. In my opinion, the Notice Plan, if implemented, will provide the best notice practicable under the circumstances of this litigation.

38. This Notice Plan is consistent with, or exceeds:

- a) historic best practices for class notification;
- b) FJC guidance regarding class notification; and
- c) standards established by federal agencies with notification and distribution funds, such as the FTC, DOJ, and SEC.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: May 12, 2021



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Richard W. Simmons  
President  
Analytics Consulting LLC

# **EXHIBIT 1**



## **Richard W. Simmons**

Richard W. Simmons is the President of Analytics Consulting LLC<sup>1</sup>. Mr. Simmons joined Analytics in 1990 and has more than 31 years of experience developing and implementing class action communications and settlement programs.

Mr. Simmons' first legal notice consulting engagement was the *Schwan's Salmonella Litigation* settlement (*In Re: Salmonella Litigation*, Case No. 94-cv-016304 (D. Minn.)). Since then, he has:

- Developed and implemented notice campaigns ranging in size up to 45 million known class members (and 180 million unknown class members);
- Testified regarding legal notice in building products, civil rights, consumer products, environmental pollution, privacy, and securities litigation settlements;
- Managed claims processes for settlement funds ranging up to \$1 billion in value.

As part of Analytics' ongoing class action notice consulting practice, Mr. Simmons:

- testified regarding the adequacy of notice procedures in direct notice cases (including the development of class member databases);
- testified regarding the adequacy of published notice plans;
- has been appointed as a Distribution Fund Administrator by the Securities and Exchange Commission tasked with developing Distribution Plans for court approval;
- has been retained as an expert by the Federal Trade Commission to testify regarding the effectiveness of competing notice plans and procedures; and,
- acted as the primary author for the Duke Law Center's guidelines for best practices regarding the evaluation of class action notice campaigns.
- Assisted in developing the George Washington University Law School's forthcoming Class Action Best Practices Checklist.

In addition to his class action consulting work, Mr. Simmons has taught a college course in antitrust economics, was a guest lecturer at the University of Minnesota Law School on issues of statistical and economic analysis, was a charter member of the American Academy of Economic and Financial Experts and was a former referee for the Journal of Legal Economics (reviewing and critiquing peer reviewed articles on the application of economic and statistical analysis to legal issues). Mr. Simmons is a published author on the subject of damage analysis in Rule 10b-5 securities litigation.

Mr. Simmons graduated from St. Olaf College with a B.A. in Economics (with a year at University College, Dublin), pursued a PhD. in Agricultural and Applied Economics (with a concentration in

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<sup>1</sup> In October 2013, Analytics Consulting LLC acquired Analytics Incorporated. I am the former President of Analytics Incorporated. References to Analytics herein include the prior legal entities.



industrial organization and consumer/behavioral economics) at the University of Minnesota<sup>2</sup>, and has received formal media planning training from New York University.

#### APPLICATION OF TECHNOLOGY TO CLASS ACTION SETTLEMENTS

Mr. Simmons has been a visionary in the application of the Internet to class action notice campaigns and the management of settlements:

- In 1995, Mr. Simmons was the first in the nation to support class action settlements with an online presence, that included the ability to check online, the status of their claims.
- In 2000, Mr. Simmons invented online claims submission in class action litigation, filing a patent application governing “*Method and system for assembling databases in multiple-party proceedings*” US20010034731 A1.
- In 2002, Mr. Simmons established an online clearinghouse for class action settlements that provided the public with information regarding class action settlements and provided them with the ability to register for notification of new settlements. This clearinghouse received national press attention as a resource for class action settlements.
- From 2003 through 2013, Analytics’ incremental changes in Internet support included class member verification of eligibility, locator services that identified retail outlets that sold contaminated products, secure document repositories, and multi-language support.
- In 2014, Mr. Simmons was the first to utilize and testify regarding product-based targeting in an online legal notice campaign
- In 2014, Analytics, under Mr. Simmons’ leadership, released the first-class action settlement support site developed under e-commerce best practices.

#### SPEAKER/EXPERT PANELIST/PRESENTER

Mr. Simmons has presented to panels of judges and lawyers on issues regarding class notice, claims processing, and disbursement:

- Mr. Simmons served as a panelist for the Francis McGovern Conferences on “Distribution of Securities Litigation Settlements: Improving the Process”, at which regulators, judges, custodians, academics, practitioners and claims administrators participated.
- In 2011, Mr. Simmons was a panelist at the Federal Judicial Center’s workshop/meetings regarding class action notice and settlement administration.
- In 2014, Mr. Simmons was invited to be interviewed by the Consumer Financial Protection Bureau as an expert on notice and claims administration in class action litigation as part of their study on arbitration and consumer class litigation waivers
- In 2016, Mr. Simmons presented results of research regarding the impact of forms of notice on fund participation rates to the Federal Trade Commission.

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<sup>2</sup> Mr. Simmons suspended work on his dissertation to acquire and manage Analytics.





- In 2019, Mr. Simmons was the only claims administration expert invited to be a panelist to the Federal Trade Commission's Workshop on Consumers and Class Action Notices, where he spoke regarding the impact of different forms of notice on settlement participation rates and improving response rates to class action notices.

Mr. Simmons' speaking engagements regarding class notice include:

- *Risks and Regulations: Best Practices that Protect Class Member Confidentiality* presented at the HB Litigation Conference on Class Action Mastery in New York City (2018)
- *Recent Developments in Class Action Notice and Claims Administration* presented at Practising Law Institute in New York City (2017)
- *The Beginning and the End of Class Action Lawsuits* presented at Perrin Class Action Litigation Conference in Chicago (2017);
- *Class Action Administration: Data and Technology* presented at Harris Martin Target Data Breach Conference in San Diego (2014);
- *Developments in Legal Notice*, accredited CLE Program, presented at Susman Godfrey in Dallas (2014)
- *Developments in Legal Notice*, accredited CLE Program, presented at Shook Hardy & Bacon, LLP in Kansas City (2013),
- *Developments in Legal Notice*, accredited CLE Program, presented at Halunen & Associates in Minneapolis (2013),
- *Class Actions 101: Best Practices and Potential Pitfalls in Providing Class Notice*, CLE Program, presented by Brian Christensen and Richard Simmons, to the Kansas Bar Association (March 2009).

Mr. Simmons' writings regarding class notice include:

- *Crafting Digital Class Notices That Actually Provide Notice* - Law360.com, New York (March 10, 2016).

#### JUDICIAL COMMENTS AND LEGAL NOTICE CASES

In evaluating the adequacy and effectiveness of Mr. Simmons' notice campaigns, courts have repeatedly recognized Mr. Simmons' work. The following excerpts provide recent examples of such judicial approval in matters where the primary issue was the provision of class notice.

Honorable Stephen J. Murphy III, *Doe 1 v. Deja vu Servs., Inc.*, No. 2:16-cv-10877, ECF No. 77 (E.D. Mich. June 19, 2017):

*Also, the Plaintiffs certified that notice had been provided in accordance with the Court's preliminary approval order. The notices stated—in clear and easily understandable terms—the key information class members needed to make an informed decision: the nature of the action, the class claims, the definition of the class, the general outline of*



*the settlement, how to elect for a cash payment, how to opt out of the class, how to object to the settlement, the right of class members to secure counsel, and the binding nature of the settlement on class members who do not to opt out.*

\* \* \*

*In addition, the parties took additional steps to provide notice to class members, including through targeted advertisements on social media. The Court finds that the parties have provided the “best notice that is practicable under the circumstances,” and complied with the requirements of the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, and due process.<sup>3</sup>*

Associate Justice Edward P. Leibensberger, *Geanacopoulos v. Philip Morris USA, Inc.*, No. 9884CV06002, Dkt. No. 230 (Mass. Super. Ct. Sept. 30, 2016):

*The Court finds that the plan of Notice as described in paragraphs 12 through 20 of the Settlement Agreement, including the use of email, mail, publication and internet notice, constituted the best notice practicable under the circumstances and constituted due and sufficient notice to the Class.*

Honorable Edward J. Davila, *In re: Google Referrer Header Privacy Litig.*, No. 5:10-cv-04809, ECF No. 85 (N.D. Cal. Mar. 31, 2015):

*On the issue of appropriate notice, the court previously recognized the uniqueness of the class asserted in this case, since it could potentially cover most internet users in the United States. On that ground, the court approved the proposed notice plan involving four media channels: (1) internet-based notice using paid banner ads targeted at potential class members (in English and in Spanish on Spanish-language websites); (2) notice via “earned media” or, in other words, through articles in the press; (3) a website decided solely to the settlement (in English and Spanish versions); and (4) a toll-free telephone number where class members can obtain additional information and request a class notice. In addition, the court approved the content and appearance of the class notice and related forms as consistent with Rule 23(c)(2)(B).*

*The court again finds that the notice plan and class notices are consistent with Rule 23, and that the plan has been fully and properly implemented by the parties and the class administrator.*

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<sup>3</sup> Unless otherwise indicated, citations are omitted and emphasis is added.



Honorable Terrence F. McVerry, *Kobylanski. v. Motorola Mobility, Inc.*, No. 2:13-cv-01181, ECF No. 43 (W.D. Pa. Oct. 9, 2014):

*The Court finds that the distribution of the Notice to Settlement Class Members Re: Pendency of Class Action, as provided for in the Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable under the circumstances to all Persons within the definition of the Class and fully met the requirements of due process under the United States Constitution.*

Honorable Thomas N. O'Neill, Jr., *In re: Certain Teed Fiber Cement Siding Litig.*, No. 2:11-md-02270, ECF No. 119 (E.D. Pa. Mar. 20, 2014):

*Settlement class members were provided with notice of the settlement in the manner and form set forth in the settlement agreement. Notice was also provided to pertinent state and federal officials. The notice plan was reasonably calculated to give actual notice to settlement class members of their right to receive benefits from the settlement or to be excluded from the settlement or object to the settlement. The notice plan met the requirements of Rule 23 and due process.*

Honorable Robert W. Gettleman, *In re Aftermarket Filters Antitrust Litig.*, No. 1:08-cv-04883, ECF No. 1031 (N.D. Ill. Oct. 25, 2012):

*Due and adequate notice of the Settlement was provided to the Class. . . . The manner of giving notice provided in this case fully satisfies the requirements of Federal Rule of Civil Procedure 23 and due process, constitutes the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons entitled thereto. A full and fair opportunity was provided to the members of the Class to be heard regarding the Settlements.*

Honorable Marco A. Roldan, *Plubell v. Merck & Co., Inc.*, NO. 04CV235817-01, Final Judgment and Order (Mo. Cir. Ct. Mar. 15, 2013):

*Under the circumstances, the notice of this Settlement provided to Class Members in accordance with the Notice Order was the best notice practicable of the proceedings and matters set forth therein, including the proposed Settlement, to all Persons entitled to such notice, and said notice fully satisfied the requirements due process and Missouri law.*

Honorable James P. Kleinberg, *Skold v. Intel Corp.*, No. 2005-CV-039231, Order on Motion for Approval (Cal. Super. Ct. Mar. 14, 2013):

*The Court finds that Plaintiff's proposed Notice plan has a reasonable chance of reaching a substantial percentage of class members.*



ANALYT/CS

Honorable J. Phil Gilbert, *Greenville IL v. Syngenta Crop Prot., Inc.*, No 3:10-cv-00188, ECF No. 325 (S.D. Ill. Oct. 23, 2012):

*The Notice provided to the Class fully complied with Rule 23, was the best notice practicable, satisfied all constitutional due process requirements, and provides the Court with jurisdiction over the Class Members.*



Analytics Consulting LLC  
Partial List of Legal Notice and Class Action Consulting Experience

4/16/2021

Practice Area	Engagement	Citation
Antitrust	All Star Carts and Vehicles, Inc., et al. v. BFI Canada Income Fund, et al.	08-CV-1816 (E.D.N.Y.)
	In Re: Aftermarket Filters Antitrust Litigation	No. 1:08-cv-4883, MDL No. 1957 (N.D. Ill.)
	In Re: Aluminum Phosphate Antitrust Litigation	Case No. 93-cv-2452 (D. Kan.)
	In Re: Beef Antitrust Litigation	MDL No. 248 (N.D. Tex.)
	In Re: Bromine Antitrust Litigation	MDL No. 1310 (S.D. Ind.)
	In Re: Corrugated Container Antitrust Litigation	MDL No. 310 (S.D. Tex.)
	In Re: Industrial Silicon Antitrust Litigation	Case No. 95-cv-2104 (W.D. Pa.)
	In Re: Multidistrict Civil Antitrust Actions Involving Antibiotic Drugs	MDL No. 10 (S.D.N.Y.)
	In Re: Workers Compensation Insurance Antitrust Litigation	Case No. 4:85-cv-1166 (D. Minn.)
	Red Eagle Resources Corporation, Inc., et al. v. Baker Hughes Inc., et al.	Case No. 91-cv-627 (S.D. Tex.)
	Rob'n I, Inc., et al. v. Uniform Code Counsel, Inc.	Case No. 03-cv-203796-1 (Spokane County, Wash.)
	Sarah F. Hall d/b/a Travel Specialist, et al. v. United Airlines, Inc., et al.,	Case No. 7:00-cv-123-BR(1) (E.D. S.C.)
	U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Goldfinger")	No. CV 09-1731 (C.D. Cal.)
	U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Kum Ventures")	No. CV 09-1731 (C.D. Cal.)
Asset Forfeiture	U.S. v. David Merrick	6:10-cr-109-Orl-35DAB
	U.S. v. Sixty-Four 68.5 lbs (Approx.) Silver Bars, et al.	(E.D. Fla)
	United States of America v. \$1,802,651.56 in Funds Seized from E-Bullion, et al.	Case No. 09-cv-01731 (C.D. Cal.)
	United States of America v. Alfredo Susi, et al.	3:07-cr-119 (W.D.N.Y.)
	United States of America v. David Merrick	6:10-cr-109-Orl-35DAB
	United States of America v. Elite Designs, Inc.	Case No. 05-cv-058 (D.R.I.)
	United States of America v. Evolution Marketing Group	Case No. 6:09-cv-1852 (S.D. Fla.)
	United States of America v. George David Gordon	Case No. 4:09-cr-00013-JHP-1 (N.D. Okla.)
	United States of America v. Regensis Marketing Corporation	No. C09-1770RSM (W.D. Wash.)
	United States of America v. Sixty-Four 68.5 lbs (Approx.) Silver Bars, et al.	(E.D. FL)
	United States of America v. Zev Saltzman	Case No. 04-cv-641 (E.D.N.Y.)
	Alric Howell v Lakes Venture dba Fresh Thyme Farmers Market	1:20-cv-02213 (N.D. IL)
	Andrea Jones et al. v Rosebud Restaurants, Inc.	2019CH12910 (Cook County, IL)
	Anton Tucker et al. v Momen Packing Co.	Case No. 2019-L-000098 (Kankakee County, IL)
Biometric Privacy	Charles Thurman et al. v NorthShore University HealthSystem	Case No. 2018-CH-3544 (Cook County, IL)
	Christopher Crosby et al. v Courier Express One, Inc.	2019-CH-03391 (Cook County, IL)
	Danielle Parker v Dabeca Natural Foods, Inc.	2019 CH 1845 (Cook County, IL)
	Dearlo Terry v Griffith Foods	2019CH12910 (Cook County, IL)
	Drape et al. v S.F. Express Corporation	20-L-001094 (DuPage County, IL)
	Francesca Graziano et al. v Royal Die and Stamping LLC dba Royal Power Solutions, LLC	2019-L-00169 (DuPage County, IL)
	Heard, et al. v. THC – Northshore, Inc.	Case No. 2017-CH-16918 (Cook County, IL)
	Jeremy Webb et al. v Plochman, Inc.	Case No. 2020-L-15 (Kankakee County, IL)
	Jerrod Lane et al. v Schenker, Inc.	3:19-cv-00507 NJR-MAB (S.D. IL)



4/16/2021

Analytics Consulting LLC  
Partial List of Legal Notice and Class Action Consulting Experience

Practice Area	Engagement	Citation
Business	Katherine Martinez et al. v. Nando's Restaurant Group, Inc.	1:19-cv-07012 (N.D. IL)
	Leen Abusaleem et al. v. The Standard Market, LLC	2019L000517 (Dupage County, IL)
	Neisha Torres et al. v. Eataly Chicago, LLC	2020 CH 6417 (Cook County, IL)
	Otilia Garcia et al. v. Club Colors Buyers LLC	Case No. 2020 L 001330 (Dupage County, IL)
	Roach v. Walmart Inc.	Case No. 2019-CH-01107 (Cook County, IL)
	Sykes v. Clearstaff, Inc.	Case No. 19-CH-03390 (Cook Co. IL)
	Trayes v Midcon Hospitality Group, LLC et al.	Case No. 19-CH-11117 (Cook County, IL)
	Tyronne L. Helm et al. v. Marigold, Inc.	2020-CH-003971 (Cook County, IL)
	American Golf Schools, LLC, et al. v. EFS National Bank, et al.	Case No. 00-cv-005208 (D. Tenn.)
	AVR, Inc. and Amidon Graphics v. Churchill Truck Lines	Case No. 4:96-cv-401 (D. Minn.)
	Buchanan v. Discovery Health Records Solutions	Case No. 13-015968-CA 25 (Miami Dade County)
	Do Right's Plant Growers, et al. v. RSM EquiCo, Inc., et al.	Case No. 06-CC-00137 (Orange County, Cal.)
	F.T.C. v. Ameritel Payphone Distributors	Case No. 06-CC-00137 (Orange County, Cal.)
	F.T.C. v. Cephalon	Case No. 00-cv-514 (S.D. Fla.)
	F.T.C. v. Datacom Marketing, Inc.	Case No. 08-cv-2141 (E.D. Pa.)
	F.T.C. v. Davison & Associates, Inc.	Case No. 06-cv-2574 (N.D. Ill.)
	F.T.C. v. Fidelity ATM, Inc.	Case No. 97-cv-01278 (W.D. Pa.)
	F.T.C. v. Financial Resources Unlimited, Inc.	Case No. 06-cv-81101 (S.D. Fla.)
	F.T.C. v. First American Payment Processing Inc.	Case No. 03-cv-8864 (N.D. Ill.)
	F.T.C. v. Group C Marketing, Inc.	Case No. 04-cv-0074 (D. Ariz.)
	F.T.C. v. Jordan Ashley, Inc.	Case No. 06-cv-6019 (C.D. Cal.)
	F.T.C. v. Medical Billers Network, Inc.	Case No. 09-cv-23507 (S.D. Fla.)
	F.T.C. v. Minuteman Press Int'l	Case No. 05-cv-2014 (S.D.N.Y.)
	F.T.C. v. Netfran Development Corp	Case No. 93-cv-2496 (E.D.N.Y.)
	F.T.C. v. USA Beverages, Inc.	Case No. 05-cv-22223 (S.D. Fla.)
	Garcia, et al. v. Allergan, Inc.	Case No. 05-cv-61682 (S.D. Fla.)
	Gerald Young et al. v. HealthPort Technologies, LLC, et al.	11-CV-9811 (C.D. Cal.)
	Goldberg et al. v. HealthPort Inc. et al.	Case No. LAC130175 (Polk County, IA)
	In Re Google AdWords Litigation	Case No L-1421-14 (Essex County, NJ)
	In re Syngenta Ag Mir 162 Corn Litigation	No. 5:08-cv-03369-EJD (N.D. Cal.)
	Law Offices of Henry E. Gare, P.A., et al. v. Healthport Technologies, LLC	Case No 2:14-md-2591-JWL-JPO (D. Kan.)
	Melby et al. v. America's MHT, Inc., et al.	No. 16-2011-CA-010202 (Duval County, FL)
	Number Queen, Ltd. et al. v. Redgear Technologies, Inc. et al.	Case No. 3:17-CV-155-M (N.D. Texas)
	Physicians of Winter Haven LLC v. STERIS Corp.	Case No. 14-0064 (W.D. Mo.)
	Richard P. Console, JR., P.C. v. Medical Records Online Inc.	Case No. 1:10-cv-00264 (N.D. Ohio)
	Sue Ramirez et al. v. Smart Professional Photocopy Corporation	Docket No. CAM-L-2133-18 (Camden County, NJ)
	Todd Tompkins, Doug Daug and Timothy Nelson v. BASF Corporation, et al.	No. 01-L-385 (Peoria County, IL)
		Case No. 96-cv-59 (D.N.D.)



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Civil Rights	Waxler Transportation Company, Inc. v. Trinity Marine Products, Inc., et al.	Case No. 08-cv-01363 (E.D. La.)
	Bentley v. Sheriff of Essex County	Case No. 11-01907 (Essex County, MA)
	Cazenave, et al. v. Sheriff Charles C. Foti, Jr., et al.	Case No. 00-cv-1246 (E.D. La.)
	Garcia, et al v. Metro Gang Strike Force, et al.	Case No. 09-cv-01996 (D. Minn.)
	Gregory Garvey, Sr., et al. v. Frederick B. MacDonald & Forbes Byron McCain, et al. v. Bloomberg, et al.	3:07-cv-30049 (S.D. Mass.)
	Minich, et al. v. Spencer, et al.	Case No. 41023/83 (New York)
	Nancy Zamarron, et al. v. City of Siloam Springs, et al.	Civil Action No. 1584cv00278 (Suffolk Superior Court, Mass.)
	Nathan Tyler, et al. v. Suffolk County, et al.	Case No. 08-cv-5166 (W.D. Ark.)
	Nilsen v. York County	Case No. 1:06-cv-11354 (S.D. Mass.)
	Richard S. Souza et al. v. Sheriff Thomas M. Hodgson	Case No. 02-cv-212 (D. Me.)
	Taha v. County of Bucks	2002-0870 BRCV (Superior Ct., Mass.)
	Travis Brecher, et al. v. St. Croix County, Wisconsin, et al.	Case No. 12-6867 (E.D. Pa.)
	Tyrone Johnson et al. v CoreCivic et al.	Case No. 02-cv-0450-C (W.D. Wisc.)
	Adam Berkson, et al. v. Gogo LLC and Gogo Inc.,	2:20-cv-01309 RFB-NUK (D. NV)
	Andrew J. Hudak, et al. v. United Companies Lending Corporation	Case No. 1:14-cv-01199-JBW-LB (S.D.N.Y.)
	Angela Doss, et al. v. Glenn Daniels Corporation	Case No. 334659 (Cuyahoga County, Ohio)
	Angell v. Skechers Canada	Case No. 02-cv-0787 (E.D. Ill.)
	Ann McCracken et al. v. Verisma Systems, Inc.	8562-12 (Montreal, Quebec)
	Anthony Talalai, et al. v. Cooper Tire & Rubber Company	6:14-cv-06248 (W.D. N.Y.)
	Arnett v. Bank of America, N.A.	Case No. L-008830-00-MT (Middlesex County, NJ)
Consumer	Ballard, et al. v. A A Check Cashiers, Inc., et al.	No. 3:11-CV-01372-SI (D. OR)
	Belinda Peterson, et al. v. H & R Black Tax Services, Inc.	Case No. 01-cv-351 (Washington County, Ark.)
	Boland v. Consolidated Multiple Listing Service, Inc.	Case No. 95-CH-2389 (Cook County, Ill.)
	Braulio M. Cuesta, et al. v. Ford Motor Company, Inc., and Williams Controls, Inc.	Case No. 3:19-cv-01335-SB (D.S.C.)
	Caprarola, et al. v. Helixberg Diamond Shops, Inc.	CIV-06-61-S (E.D. Okla.)
	Carideo et al. v. Dell, Inc.	Case No. 13-06493 (N.D. Ill.)
	Carnegie v. Household International, Inc.	Case No. 06-cv-1772 (W.D. Wash.)
	Che Clark v. JPMorgan Chase Bank, N.A., et al.	No. 98-C-2178 (N.D. Ill.)
	Christine Gambino et al. v CIOX Health, LLC	Case No. 0:17-cv-01069 (D. Minn.)
	Clair Loewy v. Live Nation Worldwide Inc.	2015-CA-006038-B (District of Columbia)
	Clements, et al. v. JPMorgan Chase Bank, N.A., et al.	Case No. 11-cv-04872 (N.D. Ill.)
	Conradie v. Caliber Home Loans	No. 3:12-cv-02179-JCS (N.D. Cal.)
	Consumer Financial Protection Bureau v. Corinthian Colleges, Inc.	Case No. 4:14-cv-00430 (S.D. Iowa)
	Consumer Financial Protection Bureau v. Park View Law	Case No. 1:14-cv-07194 (N.D. Ill.)
	Consumer Financial Protection Bureau v. Prime Credit, L.L.C., et al.	Case No. 2:17-cv-04721 (N.D. Cal.)
	Consumer Financial Protection Bureau v. Prime Marketing Holdings	Case No. 2:17-cv-04720 (N.D. Cal.)
		Case No. 2:16-cv-07111 (C.D. Cal.)





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	<i>Consumer Financial Protection Bureau v. Prime Marketing Holdings</i>	1:15-cv-23070-MGC (S.D. Fl)
	<i>Consumer Financial Protection Bureau v. Security National Automotive Acceptance</i>	Civil Action No. 1:15-cv-401 (S.D. Ohio)
	<i>Covey, et al. v. American Safety Council, Inc.</i>	2010-CA-009781-0 (Orange County, FL)
	<i>Cummins, et al. v. H&amp;R Block, et al.</i>	Case No. 03-C-134 (Kanawha County, W.V.)
	<i>David and Laurie Seeger, et al. v. Global Fitness Holdings, LLC</i>	No. 09-CI-3094, (Boone Circuit Court, Boone County, Ky.)
	<i>Don C. Lundell, et al. v. Dell, Inc.</i>	Case No. 05-cv-03970 (N.D. Cal.)
	<i>Duffy v. Security Pacific Automotive Financial Services Corp., et al.</i>	Case No. 3:93-cv-00729 (S.D. Cal.)
	<i>Edward Hawley, et al. v. American Pioneer Title Insurance Company</i>	No. CA CE 03-016234 (Broward County, Fla.)
	<i>Evans, et al. v. Linden Research, Inc., et al.</i>	Case No. 4:11-cv-1078-DMR (N.D. Cal.)
	<i>F.T.C. and The People of the State of New York v. UrbanQ</i>	Case No. 03-cv-33147 (E.D.N.Y.)
	<i>F.T.C. v. A1 DocPrep Inc. et al.</i>	Case No. 2:17-cv-07044 SJO-JC (C.D. CA)
	<i>F.T.C. v. First Universal Lending, LLC et al.</i>	Case No. 9:09-cv-82322 ZLOCH (S.D. FL)
	<i>F.T.C. v. Student Debt Doctor, LLC et al.</i>	Case No. 17-cv-61937 WPD (S.D. FL)
	<i>F.T.C. v. 1st Beneficial Credit Services LLC</i>	Case No. 02-cv-1591 (N.D. Ohio)
	<i>F.T.C. v. 9094-5114 Quebec, Inc.</i>	Case No. 03-cv-7486 (N.D. Ill.)
	<i>F.T.C. v. Ace Group, Inc.</i>	Case No. 08-cv-61686 (S.D. Fla.)
	<i>F.T.C. v. Affordable Media LLC</i>	Case No. 98-cv-669 (D. Nev.)
	<i>F.T.C. v. AmeraPress, Inc.</i>	Case No. 98-cv-0143 (N.D. Tex.)
	<i>F.T.C. v. American Bartending Institute, Inc., et al.</i>	Case No. 05-cv-5261 (C.D. Cal.)
	<i>F.T.C. v. American International Travel Services Inc.</i>	Case No. 99-cv-6943 (S.D. Fla.)
	<i>F.T.C. v. Asset &amp; Capital Management Group</i>	Case No. 8:13-cv-1107 (C.D. Cal.)
	<i>F.T.C. v. Bigsmart.com, L.L.C., et al.</i>	Case No. 01-cv-466 (D. Ariz.)
	<i>F.T.C. v. Broadway Global Master Inc</i>	Case No. 2-cv-00855 (E.D. Cal.)
	<i>F.T.C. v. Call Center Express Corp.</i>	Case No. 04-cv-22289 (S.D. Fla.)
	<i>F.T.C. v. Capital Acquisitions and Management Corp.</i>	Case No. 04-cv-50147 (N.D. Ill.)
	<i>F.T.C. v. Capital City Mortgage Corp.</i>	Case No. 98-cv-00237 (D.D.C.)
	<i>F.T.C. v. Centro Natural Corp</i>	Case No. 14-23879 (S.D. Fla.)
	<i>F.T.C. v. Certified Merchant Services, Ltd., et al.</i>	Case No. 4:02-cv-44 (E.D. Tex.)
	<i>F.T.C. v. Check Inforcement</i>	Case No. 03-cv-2115 (D.N.J.)
	<i>F.T.C. v. Chierico et al.</i>	Case No. 96-cv-1754 (S.D. Fla.)
	<i>F.T.C. v. Clickformail.com, Inc.</i>	Case No. 03-cv-3033 (N.D. Ill.)
	<i>F.T.C. v. Consumer Credit Services</i>	Case No. 96-cv-1990 (S.D. N.Y.)
	<i>F.T.C. v. Consumer Direct Enterprises, LLC.</i>	Case No. 07-cv-479 (D. Nev.)
	<i>F.T.C. v. Debt Management Foundation Services, Inc.</i>	Case No. 04-cv-1674 (M.D. Fla.)
	<i>F.T.C. v. Delaware Solutions</i>	Case No. 1:15-cv-00875-RJA (W.D.N.Y)
	<i>F.T.C. v. DeVry Education Group Inc.</i>	Case No. 2:16-cv-579 (C.D. Cal.)
	<i>F.T.C. v. Digital Enterprises, Inc.</i>	Case No. 06-cv-4923 (C.D. Cal.)





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	<i>F.T.C. v. Dillon Sheriff</i>	Case No. 02-cv-00294 (W.D. Wash.)
	<i>F.T.C. v. Discovery Rental, Inc., et al.</i>	Case No. 6:00-cv-1057 (M.D. of Fla.)
	<i>F.T.C. v. EdebitPay, LLC.</i>	Case No. 07-cv-4880 (C.D. Cal.)
	<i>F.T.C. v. Electronic Financial Group, Inc.</i>	Case No. 03-cv-211 (W.D. Tex.)
	<i>F.T.C. v. Eureka Solutions</i>	Case No. 97-cv-1280 (W.D. Pa.)
	<i>F.T.C. v. Federal Data Services, Inc., et al.</i>	Case No. 00-cv-6462 (S.D. Fla.)
	<i>F.T.C. v. Financial Advisors &amp; Associates, Inc.</i>	Case No. 08-cv-00907 (M.D. Fla.)
	<i>F.T.C. v. First Alliance Mortgage Co.</i>	Case No. 00-cv-964 (C.D. Cal.)
	<i>F.T.C. v. First Capital Consumer Membership Services Inc., et al.</i>	Case No. 1:00-cv-00905 (W.D.N.Y.)
	<i>F.T.C. v. First Capital Consumers Group, et al.</i>	Case No. 02-cv-7456 (N.D. Ill.)
	<i>F.T.C. v. Franklin Credit Services, Inc.</i>	Case No. 98-cv-7375 (S.D. Fla.)
	<i>F.T.C. v. Global Web Solutions, Inc., d/b/a USA Immigration Services, et al.</i>	Case No. 03-cv-023031 (D. D.C.)
	<i>F.T.C. v. Granite Mortgage, LLC</i>	Case No. 99-cv-289 (E.D. Ky.)
	<i>F.T.C. v. Herbalife International of America</i>	Case No. 2:16-cv-05217 (C.D. Cal.)
	<i>F.T.C. v. ICR Services, Inc.</i>	Case No. 03-cv-5532 (N.D. Ill.)
	<i>F.T.C. v. iMall, Inc. et al.</i>	Case No. 99-cv-03650 (C.D. Cal.)
	<i>F.T.C. v. Inbound Call Experts, LLC</i>	Case No. 9:14-cv-81395-KAM (S.D. Fla.)
	<i>F.T.C. v. Information Management Forum, Inc.</i>	Case No. 2-cv-00986 (M.D. Fla.)
	<i>F.T.C. v. Ira Smolev, et al.</i>	Case No. 01-cv-8922 (S.D. Fla.)
	<i>F.T.C. v. Jeffrey L. Landers</i>	Case No. 00-cv-1582 (N.D. Ga.)
	<i>F.T.C. v. Jewelway International, Inc.</i>	Case No. 97-cv-383 (D. Ariz.)
	<i>F.T.C. v. Kevin Trudeau</i>	Case No. 98-cv-0168 (N.D. Ill.)
	<i>F.T.C. v. Komaco International, Inc., et al.</i>	Case No. 02-cv-04566 (C.D. Cal.)
	<i>F.T.C. v. LAP Financial Services, Inc.</i>	Case No. 3:99-cv-496 (W.D. Ky.)
	<i>F.T.C. v. Lumos Labs, Inc.</i>	Case No. 3:16-cv-00001 (N.D. Cal.)
	<i>F.T.C. v. Marketing &amp; Vending, Inc. Concepts, L.L.C., et al.</i>	Case No. 00-cv-1131 (S.D.N.Y.)
	<i>F.T.C. v. Mercantile Mortgage</i>	Case No. 02-cv-5078 (N.D. Ill.)
	<i>F.T.C. v. Merchant Services Direct, LLC</i>	Case No. 2:13-cv-00279 (E. D. Wa.)
	<i>F.T.C. v. Meridian Capital Management</i>	Case No. 96-cv-63 (D. Nev.)
	<i>F.T.C. v. NAGG Secured Investments</i>	Case No. 00-cv-02080 (W.D. Wash.)
	<i>F.T.C. v. National Consumer Council, Inc., et al.</i>	Case No. 04-cv-0474 (C.D. Cal.)
	<i>F.T.C. v. National Credit Management Group</i>	Case No. 98-cv-936 (D.N.J.)
	<i>F.T.C. v. National Supply &amp; Data Distribution Services</i>	Case No. 99-cv-128-28 (C.D. Cal.)
	<i>F.T.C. v. Nationwide Information Services, Inc.</i>	Case No. 00-cv-06505 (C.D. Cal.)
	<i>F.T.C. v. NBTY, Inc.</i>	No. 05-4793 (E.D.N.Y.)
	<i>F.T.C. v. NetSpend</i>	Case No. 1:16-cv-04203-AT (N.D. Ga.)
	<i>F.T.C. v. NutriMost LLC</i>	Case No. 2:17-cv-00509-NBF (W.D. Pa.)



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	<i>F.T.C. v. One Technologies, LP</i>	Case No. 3:14-cv-05066 (N.D. Cal.)
	<i>F.T.C. v. Oro Marketing</i>	Case No. 2:13-CV-08843 (C.D. Cal.)
	<i>F.T.C. v. Pace Corporation</i>	Case No. 94-cv-3625 (N.D. Ill.)
	<i>F.T.C. v. Paradise Palms Vacation Club</i>	Case No. 81-1160D (W.D. Wash.)
	<i>F.T.C. v. Patrick Cella, et al.</i>	Case No. 03-cv-3202 (C.D. Cal.)
	<i>F.T.C. v. Platinum Universal, LLC</i>	Case No. 03-cv-61987 (S. D. Fla.)
	<i>F.T.C. v. Raymond Urso</i>	Case No. 97-cv-2680 (S.D. Fla.)
	<i>F.T.C. v. Rincon Management Services, LLC</i>	Case No. 5:11-cv-01623-VAP-SP (C.D. Cal.)
	<i>F.T.C. v. Robert S. Dolgin</i>	Case No. 97-cv-0833 (N.D. Cal.)
	<i>F.T.C. v. Southern Maintenance Supplies</i>	Case No. 99-cv-0975 (N.D. Ill.)
	<i>F.T.C. v. Star Publishing Group, Inc.</i>	Case No. 00-cv-023D (D. Wv.)
	<i>F.T.C. v. Stratford Career Institute</i>	Case No. 1:16-cv-00371 (N.D. Ohio)
	<i>F.T.C. v. Stuffingforcash.com Corp.</i>	Case No. 02-cv-5022 (N.D. Ill.)
	<i>F.T.C. v. Target Vending Systems, L.L.C., et al.</i>	Case No. 00-cv-0955 (S.D.N.Y.)
	<i>F.T.C. v. The College Advantage, Inc.</i>	Case No. 03-cv-179 (E.D. Tex.)
	<i>F.T.C. v. The Crescent Publishing Group, Inc., et al.</i>	Case No. 00-cv-6315 (S.D.N.Y.)
	<i>F.T.C. v. The Tax Club</i>	Case No. 13-cv-210 (JMF) (S.D.N.Y.)
	<i>F.T.C. v. The Tungsten Group, Inc.</i>	Case No. 01-cv-773 (E.D. Va.)
	<i>F.T.C. v. Think Achievement Corp.</i>	Case No. 2:98-cv-12 (N.D. Ind.)
	<i>F.T.C. v. Think All Publishing</i>	Case No. 07-cv-11 (E.D. Tex.)
	<i>F.T.C. v. Tracfone</i>	Case No. 3:15-cv-00392 (N.D. Cal.)
	<i>F.T.C. v. Trustsoft, Inc.</i>	Case No. 05-cv-1905 (S.D. Tex.)
	<i>F.T.C. v. Unicyber Gilboard, Inc.</i>	Case No. 04-cv-1569 (C.D. Cal.)
	<i>F.T.C. v. US Grant Resources, LLC.</i>	Case No. 04-cv-0596 (E.D. La.)
	<i>F.T.C. v. Verity International, Ltd., et al.</i>	Case No. 00-cv-7422-LAK (S.D.N.Y.)
	<i>F.T.C. v. Wellquest International, Inc.</i>	Case No. 2:03-cv-05002 (C.D. Cal.)
	<i>F.T.C. v. Wolf Group</i>	Case No. 94-cv-8119 (S.D. Fla.)
	<i>Fernando N. Lopez and Mallory Lopez, et al. v. City Of Weston</i>	Case No. 99-8958 CACE 07 (FL 17th Jud Dist)
	<i>Flori, et al. v. Dell Inc., et al.</i>	Case No. 09-cv-01518 (N.D. Cal.)
	<i>FMS, Inc. v. Dell, Inc. et al.,</i>	Case No. 03-2-23781-7SEA (King County, Wash.)
	<i>FTC v Elite IT Partners, Inc.</i>	2:19-cv-00125 (D. UT)
	<i>FTC v Fat Giraffe Marketing Group LLC</i>	2:19-cv-00063 CW (C.D. Utah)
	<i>FTC v Grand Teton Professionals, LLC et al.</i>	3:19-cv-00933 VAB (D. CT)
	<i>FTC v Manhattan Beach Venture LLC</i>	Case No. 2:19cv7849 (C.D. CA)
	<i>FTC v Physician's Technology, LLC</i>	2:20-cv-11694 NGE-RSW (E.D. MI)
	<i>FTC v Renaissance Health Publishing, LLC dba Renown Health Products</i>	9:20-cv-80640 DMM (S.D. FL)
	<i>FTC v Slac, Inc.</i>	5:20-cv-00470 (C.D. CA)



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	<i>FTC v Zycal Biocentials Healthcare Company, Inc.</i>	1:20-cv-10249 (D. MA)
	<i>Galatis, et al. v. Psak, Graziano Plasecki &amp; Whitelaw, et al.</i>	No. L-005900-04 (Middlesex County, NJ)
	<i>Garcia v. Allergan</i>	11-cv-9811 (C.D. Cal.)
	<i>Gloria Lopez et al. v Progressive County Mutual Insurance Company</i>	5:19-cv-00380 FB-ESC (W.D. TX)
	<i>Grabowski v. Skechers U.S.A., Inc.</i>	No. 3:12-cv-00204 (W.D. Ky.)
	<i>Greg Benney, et al. v. Sprint International Communications Corp. et al.</i>	Case No. 02-cv-1422 (Wyandotte County, KS)
	<i>Griffin v. Dell Canada Inc</i>	Case No. 07-cv-32522D2 (Ontario, Superior Court of Justice)
	<i>Haas and Shahbazi vs. Navient Solutions and Navient Credit Finance Corporation</i>	Case No. 15-35586 (DRI) (S.D. Texas)
	<i>Harris, et al. v. Roto-Rooter Services Company</i>	Case No. 00-L-525 (Madison County, IL)
	<i>Harrison, et al. v. Pacific Bay Properties</i>	No. BC285320 (Los Angeles County, CA)
	<i>Henderson, et al. v. Volvo Cars of North America, LLC, et al.</i>	09-04146 (D.N.J.)
	<i>In re H&amp;R Block IRS Form 8863 Litigation</i>	Case No. 4:13-MD-02474-FJG. (W.D. MO)
	<i>In Re: Bancomer Transfer Services Mexico Money Transfer Litigation</i>	BC238061, BC239611 (Los Angeles County, CA)
	<i>In Re: Certainteed Fiber Cement Siding Litigation</i>	MDL 2270 (E.D. PA)
	<i>In Re: H&amp;R Block Express IRA Marketing Litigation</i>	Case No. 06-md-01786 (W.D. Mo.)
	<i>In Re: High Carbon Concrete Litigation</i>	Case No. 97-cv-20657 (D. Minn.)
	<i>In Re: High Sulfur Content Gasoline Products Liability Litigation</i>	MDL No. 1632 (E.D. La.)
	<i>In Re: Ria Telecommunications and Afex Mexico Money Transfer Litigation</i>	Case No. 99-cv-0759 (San Louis Obispo, Cal.)
	<i>In Re: Salmonella Litigation</i>	Case No. 94-cv-016304 (D. Minn.)
	<i>Janet Figueroa, et al. v. Fidelity National Title Insurance Company</i>	Case No. 04-cv-0898 (Miami Dade County, Fla.)
	<i>Jerome H. Schlink v. Edina Realty Title</i>	Case No. 02-cv-18380 (D. Minn.)
	<i>Jerome Walls, et al. v. JP Morgan Chase Bank, N.A., et al.</i>	Case No. 11-00673 (W.D. KY)
	<i>Joel E. Zawikowski, et al. v. Beneficial National Bank, et al.</i>	Case No. 98-cv-2178 (N.D. Ill.)
	<i>John Babb, et al. v. Wilsonart International, Inc.</i>	Case No. CT-001818-04 (Memphis, Tenn.)
	<i>John Colin Suttles, et al. v. Specialty Graphics, Inc.,</i>	Case No. 14-505 (W.D. TX)
	<i>Kenneth Toner, et al. v. Cadet Manufacturing Company</i>	Case No. 98-2-10876-2SEA (King County, Wash.)
	<i>Kiefer, et al. v. Ceridian Corporation, et al.</i>	Case No. 3:95-cv-818 (D. Minn.)
	<i>Kobylanski et al. v. Motorola Mobility, Inc. et al.</i>	No. 13-CV-1181 (W.D. Pa.)
	<i>Lisa Ranieri et al. v AdvoCare International, L.P.</i>	Case No. 3:17-cv-00691 B (N.D. TX)
	<i>Long et al v. Americredit Financial Services, Inc.</i>	0:2011-02752 (Hennepin County, MN)
	<i>Louis Thula, et al. v. Lawyers Title Insurance Corporation</i>	Case No. 0405324-11 (Broward County, Fla.)
	<i>Lynn Henderson, et al. v. Volvo Cars of North America, LLC, et al.</i>	No. 2:09-cv-04146-CCC-JAD (D.N.J.)
	<i>Lynnette Lijewski, et al. v. Regional Transit Board, et al.</i>	Case No. 4:93-cv-1108 (D. Minn.)
	<i>Mark Laughman, et al. v. Wells Fargo Leasing Corp. et al.</i>	Case No. 96-cv-0925 (N.D. Ill.)
	<i>Mark Parisot et al v. US Title Guaranty Company</i>	Case No. 0822-cc-09381 (St. Louis Circuit Court, Mo.)
	<i>Mark R. Lund v. Universal Title Company</i>	Case No. 05-cv-00411 (D. Minn.)
	<i>Marks, et al. v. The Realty Associates Fund X, et al.</i>	CA No. SUCV2018-00056-BLS1 (Suffolk County, MA)



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	<i>Melissa Castille Dodge, et al. v. Phillips College of New Orleans, Inc., et al.</i>	Case No. 95-cv-2302 (E.D. La.)
	<i>Michael Dragin, et al. v. General Electric Capital Auto Financial Services, Inc.</i>	Case No. 95-cv-112141 (S.D.N.Y.)
	<i>Michael Sutton v. DCH Auto Group, et al.</i>	(Essex County, NJ)
	<i>Michael T. Pierce et al. v. General Electric Capital Auto Lease</i>	CV 93-0529101 S
	<i>Mitchem, et al v. Illinois Collection Service, Inc.</i>	Case No. 09-cv-7274 (N.D. Ill.)
	<i>Northcoast Financial Services v. Marcia Webster</i>	2004 CVF 18651 (Cuyahoga County, OH)
	<i>Oubre v. Louisiana Citizens Fair Plan</i>	No. 625-567 (Jefferson Parish, LA)
	<i>Patricia Faircloth, et a. v. Certified Finance, Inc., et al.</i>	Case No. 99-cv-3097 (E.D. La.)
	<i>Pistilli v. Life Time Fitness, Inc.</i>	Case No. 07-cv-2300 (D. Minn.)
	<i>Rawlis Leslie, et al. v. The St. Joe Paper Company</i>	Case No. 03-368CA (Gulf County, Fla.)
	<i>Regayla Loveless, et al. v. National Cash, Inc, et al.</i>	Case No. 2001-cv-892-2 (Benton County, Ark.)
	<i>Ricci, et al., v. Ameriquest Mortgage Co.</i>	Case No. 27-cv-05-2546 (D. Minn.)
	<i>Ronnie Haese, et al. v. H&amp;R Block, et al.</i>	Case No. 96-cv-423 (Kleberg County, Tex.)
	<i>Sandra Arnt, et al. v. Bank of America, N.A.</i>	No. 27-cv-12-12279 (Hennepin County, MN)
	<i>Sara Khaliki, et al. v. Helzberg Diamond Shops, Inc.</i>	4:11-cv-00010 (W.D. Mo.)
	<i>Shepherd, et al. v. Volvo Finance North America, Inc., et al.</i>	Case No. 1:93-cv-971 (D. Ga.)
	<i>Skusenas v. Linebarger, Goggan, Blair &amp; Sampson, LLC.</i>	Case No. 1:10-cv-8119 (N.D. Ill.)
	<i>Smith v. NRT Settlement Services of Missouri, LLC</i>	Case No. 06-cv-004039 (St. Louis County, MO)
	<i>Terrell Ervin v. Nokia Inc. et al.</i>	Case No. 01-L-150 (St. Clair County, Ill.)
	<i>The People of the State of California v. Rainbow Light Nutritional Systems, LLC, et al.</i>	Case No. 19STCV28214 (Los Angeles County, CA)
	<i>Theresa Boschee v. Burnet Title, Inc.</i>	Case No. 03-cv-016986 (D. Minn.)
	<i>Thomas Geanacopoulos v. Philip Morris USA, Inc.</i>	Civil Action No. 98-6002-BLS1 (MA Superior Court)
	<i>Thomas Losgar, et al. v. Freehold Chevrolet, Inc., et al.</i>	Case No. L-3145-02 (Monmouth County, NJ)
	<i>Tiffany Ellis, et al. v. General Motors LLC</i>	Case No. 2:16-cv-11747 (E.D. Mich.)
	<i>Tom Lundberg, et al. v. Sprint Corporation, et al.</i>	Case No. 02-cv-4551 (Wyandotte County, Kan.)
	<i>Truc-way, Inc., et al. v. General Electric Credit Auto Leasing</i>	Case No. 92-CH-08962 (Cook County, Ill.)
	<i>Trudy Latman, et al. vs. Costa Cruise Lines, N.V., et al</i>	Case No. 96-cv-8076 (Dade County, Fla.)
	<i>U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Goldfinger")</i>	No. CV 09-1731 (C.D. Cal.)
	<i>U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Kum Ventures")</i>	No. CV 09-1731 (C.D. Cal.)
	<i>U.S. v. David Merrick</i>	6:10-cr-109-Orl-35DAB
	<i>U.S. v. Sixty-Four 68.5 lbs (Approx.) Silver Bars, et al.</i>	(E.D. Fla)
	<i>United States of America v. Alfredo Susi, et al.</i>	3:07-cr-119 (W.D.N.Y.)
	<i>United States of America v. David Merrick</i>	6:10-cr-109-Orl-35DAB
	<i>United States of America v. Elite Designs, Inc.</i>	Case No. 05-cv-058 (D. R.I.)
	<i>United States of America v. Evolution Marketing Group</i>	Case No. 6:09-cv-1852 (S.D. Fla.)
	<i>United States of America v. Regenesis Marketing Corporation</i>	No. C09-1770RSM (W.D. Wash.)
	<i>United States of America v. Sixty-Four 68.5 lbs (Approx.) Silver Bars, et al.</i>	(E.D. Fla.)



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CryptoCurrency	Vicente Arriaga, et al. v. Columbia Mortgage & Funding Corp, et al.	Case No. 01-cv-2509 (N.D. Ill.)
	William R. Richardson, et al., v. Credit Depot Corporation of Ohio, et al.	Case No. 315343 (Cuyahoga County, Ohio)
	Zybuvo v. NCSPlus Inc.	Case No. 12-cv-06677 (S.D.N.Y.)
	U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Goldfinger")	No. CV 09-1731 (C.D. Cal.)
	U.S. v. \$1,802,651.56 in Funds Seized from e-Bullion, et al. ("Kum Ventures")	No. CV 09-1731 (C.D. Cal.)
Data Breach	United States of America v. \$1,802,651.56 in Funds Seized from E-Bullion, et al.	Case No. 09-cv-01731 (C.D. Cal.)
	F.T.C. v. Choicepoint	Case No. 06-cv-0198 (N.D. Ga.)
	First Choice Federal Credit Union v. The Wendy's Company	Case No. 2:16-cv-00506-NBF-MPK (W.D. Pa.)
	In Re Equifax, Inc. Customer Data Security Breach Litigation	1:17-md-2800 TWT (N.D. GA)
	Sterling et al. v. Strategic Forecasting, Inc. et al.	No. 2:12-cv-00297-DRH-ARL (E.D.N.Y.)
Data Breach/Privacy	Veridian Credit Union v. Eddie Bauer LLC	No. 2:17-cv-00356 (W.D. Wash.)
	Village Bank et al. v. Caribou Coffee Company, Inc.	0:19-cv-01640 (D. MN)
	Anderson, et al. v. United Retail Group, Inc., et al.	Case No. 37-cv-89685 (San Diego County, Cal.)
	F.T.C. v. CEO Group, Inc.	Case No. 06-cv-60602 (S.D. Fla.)
	In Re: U.S. Bank National Association Litigation	Case No. 99-cv-891 (D. Minn.)
Employment	Aaron Riffle et al. v. Cristy's Pizza, Inc.	2:19-cv-04750 GCS-CMV (S.D. OH)
	Adam P. Kelly, et al v. Bank of America, N.A., et al.	No. 10-CV-5332 (E.D. Ill.)
	Alequin, et al. v. Darden Restaurants, Inc. et al.	Case No.: 12-61742-CIV (S.D. Fla.)
	Alice Williams, et a. v. H&R Block Enterprises	RG 08366506, (County of Alameda, CA)
	Alicia Ousley v CG Consulting d/b/a Scores Columbus	Case No. 2:19-cv-01744 SDM-KAJ (S.D. OH)
Waterproofing	Alma Anguiano v. First United Bank and Trust Co.	Case No. CIV-12-1096 (D. Okla.)
	Andrew R. Randomanski, et al. v. Midwest Division, Inc.	No. 11-cv-00887 (W.D. Mo.)
	Antwaun Jones et al. v United American Security LLC	Case No. 1:20cv00440 JG (N.D. OH)
	Arturo Reyes et al. v Ivory Management Co. dba Renaissance Stone Care and Waterproofing	19CV340357 (Santa Clara, CA)
	Balandran, et al. v. Labor Ready, et al.	BC 278551 (Los Angeles County, Cal.)
	Ballard, et al. v. CoreCivic of Tennessee, LLC	Case No. 3:20cw418 (M.D. Tenn.)
	Ballard, et al., v. Fogo de Chao, LLC	Case No. 09-cv-7621 (D. Minn.)
	Barbara Jane Freck et al. v Cerner Corporation	4:20-cv-00043 BCW (W.D. MO)
	Batiste v. TopGolf International Inc. and TopGolf USA Spring Holdings, LLC	Civil Action 4:20-cv-00655 (S.D. Tx.)
	Beasley, et al. v. GC Services LP	Case No. 09-cv-01748 (E.D. Mo.)
	Berry v. Farmers Bank & Trust, N.A.	Case No. 13-02020
	Berte v. WIS Holdings Corporation	07-cv-1932 (S.D. Cal.)
	Bishop et al. v. AT&T Corp.	Case No. 08-cv-00468 (W.D. Pa.)
	Bobbi Hardisky et al. v Gateway Health LLC	Case No. 2:20-cv-01483 MPK (W.D. PA)
	Bobbie Jarrett v. GGNCS Holdings, LLC	Case No.: 12-CV-4105-BP (W.D. Mo.)
	Bobbi-Jo Smiley et al. v E.I. Dupont De Nemours and Company	3:12-cv-02380 (M.D. PA)
	Brenda Wickens, et al. v Thyssenkrupp Crankshaft Co. LLC	Case No. 1:19-cv-06100 (S.D. IL)



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	Brian Smith et al. v Kellogg Company	1:18-cv-01341 PLM-RSK (D. NV)
	Brittanee Tupitza et al. v Texas Roadhouse Management Corporation	Case No. 1:20-cv-00002 (W.D. PA)
	Cara Nasisi et al. v Comprehensive Health Management, Inc.	Case No. 1:19-cv-4132 KPF (S.D. N.Y.)
	Carlos Calderas, et al. v AK Tube, LLC	Case No. 3:19-cv-02431 JZ (W.D. OH)
	Carolyn Bledsoe et al. v LHC Group, Inc.	2:18-cv-02863 (D. AZ)
	Carolyn M. Nicholson et al. v IOC-Boonville, Inc. dba Isle of Capri Casino Hotel, Boonville	2:19-cv-04084 (W.D. MO)
	Chandler Glover and Dean Albrecht, et al., v. John E. Potter	EEOC No. 320-A2-8011X; Agency No. CC-801-0015-99
	Chantel Headspeth et al. v TPUSA, Inc. dba Teleperformance USA	2:19-cv-02062 ALM-CMV (S.D. OH)
	Charles Fravel, et al. v General Mills Operations, LLC	Case No. 2:20-cv-01094 EAS-CMV (S.D. OH)
	Cheyenne Seiber et al. v Management and Training Corporation	3:19-cv-02983 (N.D. OH)
	Christopher Evins v. Glow Networks, Inc.	Case No. 14-cv-00544 (W.D. Mo.)
	Christopher Rawlings ae al. v BMW Financial Services NA, LLC	2:20-cv-02289 EAS-KAJ (S.D. OH)
	Claudine Wilfong, et al. v. Rent-A-Center, Inc.	Case No. 00-cv-680 (S.D. Ill.)
	Coltagirone, et al. v. Gateway Health, LLC	Case No. 2:20-cv-00605-MJH (W.D. Pa.)
	Copher v. Motor City Auto Transport, Inc.	15-2500-CK (Macomb County, MI)
	Creed, et al. v. Benco Dental Supply Co.	3:12-CV-1571 (E.D. Pa.)
	Dania Pruess, et al. v Presbyterian Health Plan, Inc.	Case No. 1:19-cv-629 KG-JFR (D. New Mexico)
	Darrin Dickerson et al. v Zayo Group, LLC	1:20-cv-02490 (D. CO)
	Dawn Bellan, et al. v Capital Blue Cross	Case No. 1:20-cv-00744 YK (M.D. PA)
	Day, et al. v. KASA Delivery LLC.	Case No. 01-17-0000-2142 (AAA)
	De La Torre v. Colburn Electric Company	Civil Action No. 4:20-cv-00127-JED-JFI (N.D. Okla.)
	Doe, et al. v. Cin-Lan, Inc, et al.	Case No. 4:08-cv-12719 (E.D. Mich.)
	Doe, et al. v. Déjà Vu Services, Inc., et al.,	No. 2:16-cv-10877 (E.D. Mich.)
	Don Brooks et al. v C.H. Robinson International, Inc. et al.	4:16-cv-00939 (W.D. MO)
	Donna Disselkamp et al. v Norton Healthcare, Inc.	3:18-cv-00048 CRS (W.D. KY)
	Donna Marcum v Lakes Venture LLC dba Fresh Thyme Farmers Market LLC	3:19-cv-00231 DIH (W.D. KY)
	DuBeau et al. v. Sterling Savings Bank et al.	No. 12-cv-1602 (D. Or.)
	Dzianis Huziankou et al. v NY Sweet Spot Café Inc. dba Sweetspot Café	1:18-cv-05715 (E.D. N.Y.)
	Ebony Jones et al. v CBC Restaurant Corp. dba Corner Bakery Cafe	1:19-cv-06736 (N.D. IL)
	Edward Watson et al. v Tennant Company, a Minnesota Corporation	2:18-cv-02462 WBS-DB (E.D. CA)
	EEOC v Oceanic Time Warner Cable LLC, et al.	Case No. CV -18-00357 DKW-KJM (D. Hawaii)
	Elizabeth Border et al. v Alternate Solutions Health Network LLC	Case No. 2:20-cv-01273 ALM-KAJ (S.D. OH)
	Elvia Boyzo et al. v United Service Companies, Inc.	1:18-cv-6854 (N.D. IL)
	Equal Employment Opportunity Commission (EEOC) v. Star Tribune Company	Case No. 08-cv-5297 (D. Minn.)
	Equal Employment Opportunity Commission v Faribault Foods, Inc.	Case No. 07-cv-3976 (D. Minn.)
	Feiertag v. DDP Holdings, LLC d/b/a Apollo Retail Specialists, LLC,	Case No. 2:14-cv-2643 (S.D. Ohio)
	Felina Robinson v The Buffalo News, Inc.	Case No. 801427/2019 (Erie County, NY)



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	<i>Ferreras, et. al v. American Airlines, Inc.</i>	16-cv-2427 (D.N.J.)
	<i>Fisher, et al. v. Michigan Bell Telephone Company</i>	Case No. 09-cv-10802 (E.D. Mich.)
	<i>Frank De La Paz v. Accurate Courier NCA LLC</i>	Case No. 16CV00555 (County of Santa Cruz, CA)
	<i>Frank, Peasley, Waters, and Wilhelm, v Gold'n Plump Poultry, Inc.</i>	Case No. 04-cv-1018 (D. Minn.)
	<i>French v. Midwest Health Management, Inc.</i>	Case No.: 2:14-cv-2625
	<i>Geelan, et al. v. The Mark Travel Coporation</i>	Case No. 03-cv-6322 (D. Minn.)
	<i>Gipson, et al. v. Southwestern Bell Telephone Company</i>	Case No. 08-cv-2017 (D. Kan.)
	<i>Greene, et al. v. Shift Operations LLC, et al.</i>	Case No. CGC 16-552307 (County of San Francisco, CA)
	<i>Gregory Hernandez v. The Children's Place</i>	No. CGC 04-4300989 (San Francisco, CA)
	<i>Gretchen Valencia et al. v Armada Skilled Home Care of NM LLC</i>	1:18-cv-01071 KG-JFR (D. NM)
	<i>Hawkins v. JPMorgan Chase Bank, N.A.</i>	Case No. 8:19-cv-02174 (M.D. Fla.)
	<i>Heather Betts et. al. v Central Ohio Gaming Ventures, LLC</i>	2:16-cv-00373 EAS-EPD (S. D. OH)
	<i>Helen Bernstein, et al. v. M.G. Waldbaum</i>	Case No. 08-cv-0363 (D. Minn.)
	<i>Helen Hamlin v Gorant Chocolatier, LLC</i>	4:20-cv-00117 (N.D. OH)
	<i>Holt v. Living Social</i>	1:2012cv00745 (D.D.C.)
	<i>Jacob Bartakovits et al. v Wind Creek Bethlehem LLC dba Wind Creek Bethlehem</i>	5:20-cv-01602 (E.D. PA)
	<i>James Meyers et al. v Boomerang Rubber, Inc.</i>	3:19-cv-00070 WHR (S.D. OH)
	<i>James Oakley et al. v The Ohio State University Wexner Medical Ctr.</i>	2017-00845 (Oh state Court of Claims)
	<i>James Smith et al. v Oakley Transport, Inc.</i>	3:19-cv-05854 EMC (N.D. CA)
	<i>Jamisse Collins et al. v Goodwill Industries of Greater Cleveland &amp; East Central Ohio</i>	1:19-cv-01433 (N.D. OH)
	<i>Jason Adams et al. v Wenco Ashland, Inc.</i>	1:19-cv-1544 CEH (N.D. OH)
	<i>Javier Garza et al. v Wood Group USA, Inc.</i>	4:20-cv-00253 (S.D. TX)
	<i>Jennifer Dennis et al. v Greatland Home Health Services, Inc.</i>	1:19-cv-05427 (N.D. IL)
	<i>Jennifer Hardy et al. v DuPage Medical Group, LTD</i>	1:19-cv-02265 (N.D. IL)
	<i>Jennifer Hayes, et al. v Thor Motor Coach Inc.</i>	Case No. 3:19-cv-375 DRL-MGG (N.D. IN)
	<i>Jeremiah Smith et al. v PPG Industries, Inc.</i>	1:19-cv-01518 (N.D. OH)
	<i>Jessica Owens et al. v Hearthside Food Solutions, LLC</i>	3:19-cv-02479 (N.D. OH)
	<i>Jimmy West v. PSS World Medical, Inc.</i>	Case No. 4:13-cv-00574 (E.D. Mo.)
	<i>John Alba, et al. v. Papa John's USA, Inc.</i>	Case No. 05-cv-7487 (W.D. Cal.)
	<i>John Lewis et al. v Sentry Electrical Group, Inc.</i>	1:19-cv-00178 WOB (S.D. OH)
	<i>Johnson, et al v. General Mills, Inc.</i>	Case No. 10-cv-1104 (W.D. Mo.)
	<i>Joseph Gallant et al. v Arrow Consultation Services, Inc.</i>	1:19-cv-00925 (S.D. IN)
	<i>Justice v. Associated Materials, LLC</i>	Case No. 5:20-cv-00410-SL (N.D. Ohio)
	<i>Karyn Petersen, et al. v EmblemHealth, Inc. et al.</i>	Case No. 1:20-cv-2568 CBA-RLM (E.D.N.Y.)
	<i>Kelly Marie Camp, et al. v. The Progressive Corporation, et al.</i>	Case No. 01-cv-2680 (E.D. La.)
	<i>Kelly, et al v. Bank of America, N.A. et al.</i>	No. 10-5332 (N.D. Ill.)
	<i>Kevin Moitoso et al. v FMR LLC</i>	1:18-cv-12122 WGY (D. MA)





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	Kulazovic et al. v. Citibank, N.A.	Index No. 507538/2018 (County of Kings, NY)
	Kusinski v. MacNeil Automotive Products Limited	Case No. 17-cv-3618 (N.D. Ill.)
	Lang, et al v DirecTV, Inc., et al.	No. 10-1085 (E.D. La.)
	Latanya Miles et al. v Variety Wholesalers, Inc.	1:19-cv-01714 PAB (N.D. OH)
	Lavar Martin et al. v Summit County	5:19-cv-02641 JRA (N.D. OH)
	Lee and Campion v. The City of Philadelphia	NO. 001125 (Court of Common Pleas, Philadelphia County)
	Linda J. Calhoun et al. v Aon Hewitt Health Insurance Solution, Inc.	Case No. 1:19-cv-01810 (N.D. IL)
	Lynn Lietz, et al. v. Illinois Bell Telephone Company, et al.	No. 1:11-cv-0108 (N.D. Ill.)
	Mallory v. Aclara Smart Grid Solutions, LLC	Case No. 2:20-cv-0240 (S.D. Ohio)
	Mark Satterly et al. v Alstream, Inc.	3:19-cv-00032 WHR (S.D. OH)
	Mary Hutkai, et al. v. Penn National Gaming, Inc., et al.	Case No. 4:16-cv-00906 (W.D. Mo.)
	Mary Walburn et al. v Lend-A-Hand Services, LLC	2:19-cv-00711 ALM-CMV (S.D. OH)
	Michael A. Rivota et al. v Bank of America Corporation	1:18-cv-03843 (N. D. IL)
	Michael Fisher et al. v Dura-Line Corporation	1:19-cv-00286 (N. D. OH)
	Michael Levine, et al. v Vitamin Cottage Natural Food Markets, Inc.	Case No. 1:20-cv-00261 STV (D. CO)
	Michelle Jackson, et al. v. Jamba Juice Company	Case No. 8:02-cv-00381 (C.D. Cal.)
	Monica Brunty et al. v Optima Health Plan	2:19-cv-00255 (E.D. VA)
	Nicholas O'Neil et al. v Miller Pipeline LLC	Case No. 2:20-cv-04034 MHW-CMV (E.D. OH)
	Norma Marquez et al. v RCKC Corporation et al.	1:18-cv-07977 (N.D. IL)
	OFCCP v. B&H Foto & Electronics Corp.	Case No. 2016-OF-0004 (Department of Labor)
	Owen, et al. v. Punch Bowl Minneapolis, LLC	Case No. 19-cv-0955 (D. Minn)
	Pamela Adams, et al., v. MedPlans Partners, Inc	Case No. 3:07-cv-259 (W.D. Ky.)
	Parnell, et al. v. Academy Mortgage Corporation	Case No. 01-17-0004-5311 (AAA)
	Pedro Rodriguez Martinez v Alpha Technologies Services, Inc.	5:17-cv-628 (E.D. NC)
	Phillip Busler, et al. v. Enersys Energy Products Inc., et al.	Case No. 09-cv-0159 (W.D. Mo.)
	Powell v. The Kroger Company and Dillon Companies, LLC	Case No. 1:20-cv-01983 (D. Colo.)
	Prentis Walton et al. v Oldcastle Building Envelope, Inc.	3:18-cv-02936 (N. D. OH)
	Ray Cruz-Perez v Penn National Gaming, Inc.	1:20-cv-02577 (N.D. IL)
	Robert Eddings v. General Aluminum Manufacturing Company	Case No. 1:17-CV-00362 (N.D. Ohio)
	Robert Stock et al. v Xerox Corporation	Case No. 6:16-cv-06256 EAW (W.D. N.Y.)
	Rocher, et al. v. Sav-on Drugs, et al.	Case No. BC 227551 (Los Angeles County, Cal.)
	Russell Cain v JB Hunt Transport, Inc.	Case No. D-202-CV-2019-00710 (Bernalillo County, NM)
	Russell, et al. v. Illinois Bell Telephone Company	Case No. 08-cv-1871 (N.D. Ill.)
	Ryan Ransom et al. v Burrows Paper Corporation	Case No. 2:20-cv-03824 MHW-CMV (S.D. OH)
	Sakinah Kelly et al. v Evolent Health LLC	1:19-cv-00500 (N. D. IL)
	Salamon v. Bayview Loan Servicing, LLC	No. 01-17-0002-1424 (AAA)
	Scott Snider et al. V Quantum Health, Inc.	2:20-cv-02296 CMV (E.D. OH)





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	<i>Sequoia Moss-Clark, et al. v. New Way Services, Inc., et al.</i>	Case No. C12-1391 (Contra Costa County, CA)
	<i>Sergio Moreno et al. v. Silvertip Completion Services Operating LLC</i>	Case No. 7:19-cv-00240 (W.D. TX)
	<i>Shannon Wheeler v. Cobalt Mortgage, Inc. et al.</i>	Case No. 2:14-cv-B1847-JCC (W.D. WA)
	<i>Sherman Wright et al. v. The Kroger Co.</i>	1:19-cv-00761 MRB (S.D. OH)
	<i>Smallwood, et al. v. Illinois Bell Telephone Company,</i>	Case No. 09-cv-4072 (N.D. Ill.)
	<i>Smith v. Family Video</i>	No. 11-cv-01773 (N.D. Ill.)
	<i>Smith v. Pizza Hut, Inc.</i>	No. 09--cv-01632-CMA-BNB (D. Colo.)
	<i>Speraneo v. BJC Health Systems, Inc. d/b/a BJC HealthCare</i>	Case No. 1322-CC09701 (St. Louis County, MO)
	<i>Stephanie Sanz, et al. v. Johnny Utah 51, LLC</i>	Case No. 14-cv-4380 (S.D.N.Y.)
	<i>Stephen DiGiorgio et al. v. EOS Holdings, Inc.</i>	1:16-cv-11069 (D. MA)
	<i>Steven Belt v P.F. Chang's China Bistro, Inc.</i>	2:18-cv-03831 AB (E.D. PA)
	<i>Teeter v. NCR Corporation</i>	Case No. 08-cv-00297 (C.D. Cal.)
	<i>Terri Powell et al. v. IKEA Industry Danville, LLC</i>	4:18-cv-00058 (W.D. VA)
	<i>Terrie Gamman et al. v. Marietta OPCO, LLC dba Arbors at Marietta</i>	2:19-cv-05140 JLG-EPD (S.D. OH)
	<i>The Fortune Society, Inc. et al. v. Macy's, Inc. et al.</i>	No. 19 Civ. 5961 (S.D.N.Y.)
	<i>Thomas Cramer et al. v. Bank of America, N.A. et al.</i>	Case No. 12-08681 (N.D. Ill.)
	<i>Thomas Dege, et al., v. Hutchinson Technology, Inc.</i>	Case No. 06-cv-3754 (D. Minn.)
	<i>Thomas v. Kellogg Company et al.</i>	Case No. 3:13 Civ. 05136 (W.D. Wash.)
	<i>Thompson v. Qwest Corporation, et al.</i>	Civil Action No.: 1:17-cv-1745 (D. Colo.)
	<i>Todd Coleman v Trophy Nut Co.</i>	3:19-cv-00374 TMR (S.D. OH)
	<i>Tracie Ford et al. v Cardinal Innovations Healthcare Solutions</i>	Case No. 1:20-cv-00736 (M.D. NC)
	<i>Tracy Mattison et al. v Trubridge, Inc.</i>	5:19-cv-01618 JRA (N.D. OH)
	<i>Trista L.Freeman, et al. v Crossroads Hospice of Northeast Ohio LLC</i>	Case No. 5:20-cv-01579 BYP (E.D. OH)
	<i>Twohill, et al. v. First Acceptance Corporation</i>	Case No. 3:17-cv-00284 (M.D. Tenn.)
	<i>Wallace Pitts et al. v. G4S Secure Solutions (USA), Inc.</i>	2:19-cv-02650 MHW-CMV (E.D. OH)
	<i>Watkins, et al. v. i.G. Incorporated, etl a.</i>	Case No. 27-13-15361 (Hennepin County, MN)
	<i>Weeks v. Matrix Absence Management, Inc.</i>	Case No. 2:20-cv-884 (D. Arizona)
	<i>White et al. v. Edward Jones Co., L.P. dba Edward Jones</i>	No. 17 Civ. 02004 (N.D. Ohio)
	<i>Wilkinson, et al. v. NCR Corporation</i>	Case No. 1:08-cv-5578 (N.D. Ill.)
	<i>William Perrin, et al. v. Papa John's International</i>	No. 4:09-CV-01335 (E.D. Mo.)
	<i>William Whitlock, et. al v. FSH Management, LLC, et. al.</i>	3:10-cv-00562-M
	<i>Williams v. DH Pace</i>	Case No. 4:14-cv-00161 (W.D. Mo.)
	<i>Williams, et al. v. Dollar Financial Group, et al.</i>	Case No. RG03099375 (Alameda County, CA)
	<i>Williams, et al. v. G4S Secure Solutions (USA) Inc.</i>	Civil Action No. 1:17-CV-00051 (M.D.N.C)
	<i>Williams, et al. v. H&amp;R Block Enterprises, Inc.</i>	No. RG 08366506 (Alameda County, CA)
	<i>Wittmann, et al. v. Wisconsin Bell, Inc.</i>	Case No. 09-cv-440 (W.D. Wisc.)
	<i>Wlotkowski, et al. v. Michigan Bell</i>	Case No. 09-cv-11898 (E.D. Mich.)



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Practice Area	Engagement	Citation
Environmental	<i>Bernice Samples, et al. v. Conoco, Inc., et al.</i>	Case No. 01-0631-CA-01 (Escambia County, Fla.)
	<i>Billieson, et al. v. City of New Orleans, et al.</i>	No. 94-19231 (Orleans Parish, LA)
	<i>City of Greenville, et al., v. Syngenta Crop Protection, Inc., and Syngenta AG</i>	No. 3:10-cv-00188-JPG-PMF (S. D. Ill.)
	<i>In Re: Duluth Superior Chemical Spill Litigation</i>	Case No. 92-cv-503 (W.D. Wis.)
	<i>Keltner, et al., v. SunCokeEnergy, Inc., et al.</i>	Case No.: 2014-L-1540 (Madison County, IL)
	<i>Latta, et al. v. Hannibal Board of Public Works, et al.</i>	Case No. 16SL-CC01881 (St. Louis, MO)
	<i>McGruder, et al. v. DPC Enterprises</i>	No. CV2003-022677 (Maricopa County, AZ)
	<i>Mehl v. Canadian Pacific Railway, Limited</i>	Case No. 02-cv-009 (D.N.D.)
	<i>Michelle Marshall, et al. v. Air Liquide -- Big Three, Inc. et al.</i>	No. 2005-08706 (Orleans Parish, LA)
	<i>Perrine, et al. v. E.I. Dupont De Nemours and Company, et al.</i>	01-0631-CA-01 (Harrison C., WV)
ERISA	<i>In Re: Broadwing Inc ERISA Litigation</i>	Case No. 02-cv-00857 (S.D. Ohio)
	<i>Quince Rankin v. Charles C. Conway (Kmart ERISA Litigation)</i>	Case No. 02-cv-71045 (E.D. Mich.)
	<i>André Clark, et al., v. Oasis Outsourcing Holdings, Inc., et al.</i>	Case No. 9:18-cv-81101- RLR (S.D. Fla.)
	<i>Anthony Abbott, et al. v. Lockheed Martin Corp., et al.</i>	Case No. 06-701 (S.D. Ill.)
	<i>Bacon, et al., v. Board of Pensions of the Evangelical Lutheran Church in America</i>	Case No. 27-CV-15-3425 (Hennepin County, MN)
	<i>Beach, et al. v. JPMorgan Chase Bank, N.A., et al.</i>	Case No. 17-00563-JMF (S.D.N.Y.)
	<i>Bhatia, et al. v. McKinsey &amp; Company, Inc., et al.</i>	Case No. 1:19-cv-01466-GHW-SN (S.D.N.Y.)
	<i>Brotherston, et al. v. Putnam Investments, LLC, et al.</i>	Civil Action No. 15-13825-WGY (D. Mass.)
	<i>Clifton Marshall, et al. v. Northrop Grumman Corp., et al.</i>	Case No. 16-6794 (C.D. Cal.)
	<i>Cunningham, et al., v. Cornell University, et al.</i>	Case No. 16-cv-6525 (S.D.N.Y.)
ERISA - 401k/403b Fee	<i>David Clark, et al. v. Duke University, et al.</i>	Case No. 1:16-CV-01044-CCE-LPA (M.D.N.C.)
	<i>Dennis Gordan, et al. v. Massachusetts Mutual Life Insurance Co., et al.</i>	Case No. 13-cv-30184-MAP (D. Mas.)
	<i>Diego Cervantes v. Invesco Holding Company (US), Inc., et al.</i>	Civil Action No. 1:18 cv-02551-AT (N.D. Ga.)
	<i>Freck, et al. v. Cerner Corporation, et al.</i>	Civil Action No. 4:20-cv-00043-BCW (W.D. Mo.)
	<i>Henderson et al. v. Emory University et al.</i>	Case No. 16-cv-2920 (N.D. Ga.)
	<i>In re GE ERISA Litigation</i>	Master File No. 1:17-cv-12123-IT (D. Mass)
	<i>In re M&amp;T Bank Corporation ERISA Litigation</i>	Case No. 1:16-cv-375 (W.D.N.Y.)
	<i>In re Northrop Grumman Corporation ERISA Litigation</i>	Case No. 06-CV-6213 AB (JCx) (C.D. Cal.)
	<i>Intravaia, et al. v. National Rural Electric Cooperative Association, et al.</i>	Case No. 1:19-cv-00973-LO-IDD (E.D. Va.)
	<i>Johnson, et al. v. Fujitsu Technology and Business of America, Inc. et al.</i>	Case No.: 5:16-cv-03698 NC (N.D. Cal.)
	<i>Karolyn Kruger, et al. v. Novant Health Inc., et al.</i>	Case No. 14-208 (M.D.N.C.)
	<i>Karpik, et al. v. Huntington Bancshares Incorporated, et al.</i>	Case No. 2:17-cv-01153-MHW-KAJ (S.D. Ohio)
	<i>Kirk, et al. v. Retirement Committee of CHS/Community Health Systems, Inc., et al.</i>	Civil Action No. 3:19-cv-00689 (M.D. Tenn.)
	<i>Lauren Bence, et al. v. Presence Health Network, et al.</i>	Case No. 1:17-cv-08315 (N.D. Ill.)
	<i>Lauren L. Cassell, et al. v. Vanderbilt University, et al.</i>	Case No. 3:16-CV-02086 (M.D. Tenn.)
	<i>Main, et al. v. American Airlines, Inc. et al.</i>	Civil Action No.: 4:16-cv-00473-O (N.D. Texas)
	<i>Maitoso, et al. v. FMR LLC, et al.</i>	Civil Action No. 1:18-cv-12122-WGY (D. Mass.)



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FACTA	Pat Beesley, et al v. International Paper Co. et al.	Case No. 06-703-DRH (S.D. Ill.)
	Paul Andrus, et al. v. New York Life Insurance Company, et al.	Case No. 1:16-cv-05698 (KPF) (S.D.N.Y.)
	Pledger, et al. v. Reliance Trust, et al.	Case No. 1:15-cv-4444-MHC (N.D. Ga.)
	Price v. Eaton Vance Corp., et al.	Civil Action No. 18-12098-WGY (D. Mass.)
	Ramos et al. v. Banner Health et al.	Case No. 1:15-cv-02556 (D. Colo.)
	Reetz v. Lowe's Companies, Inc. et al.	No. 5:18-cv-075-RJC-DCK (W.D.N.C.)
	Robert Sims, et al. v. BB&T Corporation, et al.	Case No. 1:15-cv-732-CCE-JEP (M.D.N.C.)
	Ronald Tussey, et al. v. ABB Inc., at al.	Case No. 2:06-cv-4305-NKL (W.D. Mo.)
	Smith et al. v. OSF Healthcare System, et al.	Case No. 3:16-cv-00467-SMY-RJD (S.D. Ill.)
	Stacy Schapker v. Waddell & Reed Financial, Inc., et al.	Case No. 17-cv-2365 (D. Kan.)
	Stevens v. SEI Investments Company, et al.	Case No. 2:18-CV-09936 (E.D. Pa.)
	Todd Ramsey, et al., v. Philips North America LLC	Case No. 3:18-cv-01099-NJR-RJD (S.D. Ill.)
	Toomey, et al. v. Demoulas Super Markets, Inc., et al.	Case No. 1:19-CV-11633-LTS (D. Mass.)
	Tracey, et al. v. Massachusetts Institute of Technology, et al.	Case No. 1:16-cv-11620 (D. Mass.)
	Troudt et al v. Oracle Corporation et al.	Case No. 16-cv-00175 (D. Colo.)
	Velazquez, et al. v. Massachusetts Financial Services Company	Case No. 1:17-CV-11249 (D. Mass.)
	Albright v. Metrolink	No. 4:11-CV-01691AGF (E.D. Mo.)
	Ebert, et al. v. Warner's Stellan	No. 11-cv-02325 JRT/ SER (D. Minn.)
	Fouks, et al. v. Red Wing Hotel Corporation	Case No. 12-cv-02160 (D. Minn.)
	Jones v. Dickinson	No. 11 CV 02472 (D. Mo.)
	Linda Todd, et al. v. Medieval Times	Case No. 1:10-cv-00120 (D. N.J.)
	Masters v. Lowe's Home Centers, Inc.	Case No. 3:09-cv--255 (S.D. Ill.)
	Seppanen et al. v. Krist Oil Company	Case No. 2:09-cv-195 (W.D. Mich.)
	Waldman v. Hess Corporation	Case No. 07-cv-2221 (D. N.J.)
	Michael Stoner, et al. v. CBA Information Services	Case No. 04-cv-519 (E.D. Pa.)
	Ann Castello v. Allianz Life Insurance Company	Case No. 03-cv-20405 (D. Minn.)
	Boyd Demmer, et al. v. Illinois Farmers Insurance Company	Case No. MC 00-017872 (Hennepin County, Minn.)
	Chulthem v. Titor Title Insur. Co., et al.	Case No. 2006-CH-09488 (Circuit Court of Cook County, Ill.)
	Colella v. Chicago Title Insur. Co., et al.	Case No. 2006-CH-09489 (Circuit Court of Cook County, Ill.)
	Daluge, et. al., v. Continental Casualty Company	No. 3:15-cv-00297 (W.D. Wis.)
	Deborah Hillgarmer, et al. v. Reliastar Life Insurance Company, et al.	No. 11-cv-729 (W.D. Wis.)
Insurance	Doan v. State Farm	108CV129264 (Santa Clara Co, CA)
	Dorothea Pavlov v. Continental Casualty Company	Case No. 07-cv-2580 (N.D. Ohio)
	Frank Rose, et al. v. United Equitable Insurance Company, et al.	Case No. 00-cv-02248 (Cass County, ND)
	Froeber v. Liberty Mutual Fire Insurance Company	Case No. 00C15234 (Marion County, OR)
	Garrison, et al., v. Auto-Owners Insurance Company	Case No. 02-cv-324076 (Cole County, Mo.)
	Harold Hanson, et al. v. Acceleration Life Insurance Company, et al.	Case No. 3:97-cv-152 (D.N.D.)



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Legal Notice	<i>Hofstetter, et al. v. Chase Home Finance, LLC., et al.</i>	Case No. 10-cv-1313 (N.D. Cal.)
	<i>In Re: Lutheran Brotherhood Variable Insurance Products Co. Sales Practices Litigation</i>	Case No. 99-md-1309 (D. Minn.)
	<i>Irene Milkman, et al. v. American Travellers Life Insurance Company, et al.</i>	No. 03775 (Philadelphia Court of Common Pleas, Pa.)
	<i>Jacobs v. State Farm General Insurance Company</i>	No. CJ-96-406 (Sequoyah County, Okla.)
	<i>James M. Wallace, III, et al. v. American Agrisure, Inc., et al.</i>	Case No. 99-cv-669 (E.D. Ark.)
	<i>James Ralston, et al. v. Chrysler Credit Corporation, et al.</i>	Case No. 90-cv-3433 (Lucas County, Ohio)
	<i>Michael T. McNellis, et al. v. Pioneer Life Insurance Company, et al.</i>	CV 990759 (County of San Luis Obispo, Cal.)
	<i>Morris v. Liberty Mutual Fire Insurance Company</i>	CJ-03-714 (Pottawatomie County, OK)
	<i>Paul Curtis, et al. v. Northern Life Insurance Company</i>	Case No. 01-2-18578 (King County, Wash.)
	<i>Ralph Shaffer v. Continental Casualty Company and CNA Financial Corp</i>	Case No. 06-cv-2253 (C.D. Cal.)
	<i>Raymond Arent, et al. v. State Farm Mutual Insurance Company</i>	Case No. 00-mc-16521 (D. Minn.)
	<i>Roy Whitworth, et al. v. Nationwide Mutual Insurance Company, et al.</i>	Case No. 00CVH-08-6980 (Franklin County, Ohio)
	<i>Sonia Gonzalez, et al. v. Rooms to Go, Inc., et al.</i>	Case No. 97-cv-3146 (S.D. Fla.)
	<i>Tow Distributing, Inc., et al. v. BCBSM, Inc., d/b/a Blue Cross and Blue Shield of Minnesota</i>	Case No. 02-cv-9317 (D. Minn.)
	<i>Anderson et al. v. Canada (Attorney General)</i>	2011 NLCA 82
	<i>Angell v. Skechers Canada</i>	8562-12 (Montreal, Quebec)
	<i>Billieson, et al. v. City of New Orleans, et al.</i>	No. 94-19231 (Orleans Parish, LA)
	<i>Carnegie v. Household International, Inc.</i>	No. 98-C-2178 (N.D. Ill.)
	<i>Cazenave, et al. v. Sheriff Charles C. Foti, Jr., et al.</i>	Case No. 00-cv-1246 (E.D. La.)
	<i>Cazenave, et al. v. Sheriff Charles C. Foti, Jr., et al.</i>	Case No. 00-cv-1246 (E.D. La.)
	<i>City of Greenville, et al., v. Syngenta Crop Protection, Inc., and Syngenta AG</i>	No. 3:10-cv-00188-JPG-PMF (S. D. Ill.)
	<i>Evans, et al. v. Linden Research, Inc., et al.</i>	Case No. 4:11-cv-1078-DMR (N.D. CA)
	<i>F.T.C. v. NBTY, Inc.</i>	No. 05-4793 (E.D.N.Y.)
	<i>George Williams, et al. v. BestComp, Inc., et al.</i>	No. 09-C-5242-A (Parish of St. Landry, LA)
	<i>Griffin v. Dell Canada Inc</i>	Case No. 07-cv-32523D2 (Ontario, Superior Court of Justice)
	<i>In Re: Aftermarket Filters Antitrust Litigation</i>	No. 1:08-cv-4883, MDL No. 1957 (N.D. Ill.)
	<i>In Re: Asia Pulp &amp; Paper Securities Litigation</i>	Case No. 01-cv-7351 (S.D.N.Y.)
	<i>In Re: Certainteed Fiber Cement Siding Litigation</i>	MDL 2270 (E.D. PA)
	<i>In Re: Duluth Superior Chemical Spill Litigation</i>	Case No. 92-cv-503 (W.D. Wis.)
	<i>In Re: Google Referrer Header Privacy Litigation</i>	No. 10-04809 (N.D. Cal.)
	<i>In Re: Salmonella Litigation</i>	Case No. 94-cv-016304 (D. Minn.)
	<i>Jerome H. Schlink v. Edina Realty Title</i>	Case No. 02-cv-18380 (D. Minn.)
	<i>Joel E. Zawikowski, et al. v. Beneficial National Bank, et al.</i>	Case No. 98-cv-2178 (N.D. Ill.)
	<i>Joshua Wasser, et al. v. All Market, Inc.,</i>	Case No. 1:16-CV-21238 (S.D. Fla.)
	<i>Kobylanski et al. v. Motorola Mobility, Inc. et al.</i>	No. 13-CV-1181 (W.D. Pa.)
	<i>Mary Plubell, et al. v. Merck and Co., Inc.</i>	Case No. 04-cv-235817 (Jackson County, MO)
	<i>McGruder, et al. v. DPC Enterprises</i>	No. CV2003-022677 (Maricopa County, AZ)



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Medical/Drug	<i>Mehi v. Canadian Pacific Railway, Limited</i>	Case No. 02-cv-009 (D.N.D.)
	<i>Michelle Marshall, et al. v. Air Liquide -- Big Three, Inc. et al.</i>	No. 2005-08706 (Orleans Parish, LA)
	<i>Pat Beesley, et al. v. International Paper Co. et al.</i>	Case No. 06-703-DRH (S.D. Ill.)
	<i>Perrine, et al. v. E.I. Dupont De Nemours and Company, et al.</i>	01-0631-CA-01 (Harrison C., WV)
	<i>Red Eagle Resources Corporation, Inc., et al. v. Baker Hughes Inc., et al.</i>	Case No. 91-cv-627 (S.D. Tex.)
	<i>Skold, et al. v. Intel Corporation, et al.</i>	Case No. 1-05-cv-039231 (County of Santa Clara, CA)
	<i>The People of the State of California v. Rainbow Light Nutritional Systems, LLC, et al.</i>	Case No. 19STCV28214 (Los Angeles County, CA)
	<i>Thomas Geanacopoulos v. Philip Morris USA, Inc.</i>	Civil Action No. 98-6002-BLS1 (MA Superior Court)
	<i>F.T.C. v. CHK Trading Corp.</i>	Case No. 04-cv-8686 (S.D.N.Y.)
	<i>F.T.C. v. Christopher Enterprises, Inc.</i>	Case No. 2:01-cv-0505 (D. Utah)
	<i>F.T.C. v. Conversion Marketing, Inc.</i>	Case No. 04-cv-1264 (C.D. Cal.)
	<i>F.T.C. v. Enforma Natural Products, Inc.</i>	Case No. 00-cv-04376 (C.D. Cal.)
	<i>F.T.C. v. Goen Technologies</i>	FTC File No. 042 3127
	<i>F.T.C. v. Great American Products</i>	Case No. 05-cv-00170 (N.D. Fla.)
	<i>F.T.C. v. Kevin Trudeau, et al.</i>	Case No. 03-cv-3904 (N.D. Ill.)
	<i>F.T.C. v. Latin Hut, Inc.</i>	Case No. 04-cv-0830 (S.D. Cal.)
	<i>F.T.C. v. QT, Inc.</i>	Case No. 03-cv-3578 (N.D. Ill.)
	<i>F.T.C. v. Seasilver USA, Inc.</i>	Case No. 03-cv-0676 (D. Nev.)
	<i>F.T.C. v. Smart Inventions, Inc.</i>	Case No. 04-cv-4431 (C.D. Cal.)
	<i>F.T.C. v. Sunny Health Nutrition Technology &amp; Products, Inc.</i>	Case No. 06-cv-2193 (M.D. Fla.)
	<i>F.T.C. v. United Fitness of America, LLC</i>	Case No. 02-cv-0648 (D. Nev.)
	<i>In Re: Guidant Corp Implantable Defibrillators Products Liability Litigation</i>	Case No. 05-cv-1708 (D. Minn.)
	<i>In re: Nuvaring Products Liability Litigation</i>	08-MDL-1964
	<i>Karen Wright, et al. v. Milan Jeckle</i>	
	<i>Mary Plubell, et al. v. Merck and Co., Inc.</i>	Case No. 98-2-07410-2 (Spokane County, Wash.)
Privacy Privacy/FCRA Securities	<i>In Re Hudson's Bay Company Data Security Incident Consumer Litigation</i>	Case No. 04-cv-235817 (Jackson County, MO)
	<i>St. Clair, et al. v. MRB, et al.</i>	Case No. 1:18-cv-08472 PKC (S.D. N.Y.)
	<i>Adam C. Kassab, et al. v. Francis D. John, et al.</i>	Case No. 12-cv-1572 (D. Minn.)
	<i>Alan Freberg, et al. v. Merrill Corporation, et al.</i>	Case No. 2:16-cv-00613-AJS (W.D. Pa.)
	<i>Anderson v. Investors Diversified Services</i>	Case No. 99-cv-010063 (D. Minn.)
	<i>Arkansas Teacher Retirement System, et al. v. Insulet Corp., et al.</i>	Case No. 4:79-cv-266 (D. Minn.)
	<i>Bottlebrush Investments, LP, et al. v. The Lambveth Company, et al.</i>	Civil Action No. 15-12345-MLW (D. Mass)
	<i>Charter Township Of Clinton v. OSI Restaurants</i>	Case No BC 407967 (County of Los Angeles, CA)
	<i>Christopher Carmona, et al. v. Henry I. Bryant, et al. (Albertson's Securities Litigation)</i>	Case No. 06-CA-010348 (Hillsborough County, Fla.)
	<i>Daryl L. Cooper, et al. v. Miller Johnson Steichen Kinnard, Inc.</i>	Case No. 06-cv-01251 (Ada County, Idaho)
	<i>Dutton v. Harris Stratex Networks, Inc. et al</i>	Case No. 02-cv-1236 (D. Minn.)
	<i>Edith Gottlieb v. Xcel Energy, Inc., et al.</i>	08-cv-00755-LPS (D. Del.)
		Case No. 02-cv-2931 (D. Minn.)



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	<i>Family Medicine Specialists, et al. v. Abatix Corp., et al.</i>	Case No. 3:04-cv-872B (N.D. Tex.)
	<i>Fisk, et al. v. H&amp;R Block Inc., et al.</i>	1216-CV-20418 (Jackson County, MO)
	<i>Friedman, et al. v. Penson Worldwide, Inc.</i>	11-cv-02098 (N.D. Tex.)
	<i>In re FX Energy Stockholders Litigation</i>	Case No. A-15-726409-B (Clark County, NV)
	<i>In re Regulus Therapeutics Inc. Securities Litigation</i>	3:17-cv-00182 BTM-RBB (S.D. CA)
	<i>In Re: American Adjustable Rate Term Trust Securities Litigation</i>	Case No. 4:95-cv-666 and 4:95-cv-667 (D. Minn.)
	<i>In Re: Ancor Communications, Inc Securities Litigation</i>	Case No. 97-cv-1696 (D. Minn.)
	<i>In Re: Asia Pulp &amp; Paper Securities Litigation</i>	Case No. 01-cv-7351 (S.D.N.Y.)
	<i>In Re: Bayer AG Securities</i>	Case No. 03-cv-1546 (S.D.N.Y.)
	<i>In Re: Bio-One Securities Litigation</i>	Case No. 05-cv-1859 (M.D. Fla.)
	<i>In Re: Bioplasty Securities Litigation</i>	Case No. 4:91-cv-689 (D. Minn.)
	<i>In Re: Citi-Equity Group, Inc. Securities Litigation</i>	Case No. 94-cv-012194 (D. Minn.)
	<i>In Re: Citi-Equity Group, Inc., Limited Partnerships Securities Litigation</i>	MDL No. 1082 (C.D. Cal.)
	<i>In Re: Citi-Equity Group, Inc., Limited Partnerships Securities Litigation</i>	Case No. 3:85-cv-1341 (D. Minn.)
	<i>In Re: Control Data Corporation Securities Litigation</i>	Case No. 3:89-cv-508 (D. Minn.)
	<i>In Re: Cray Research Securities Litigation</i>	No. 653794/2012 (County of New York, NY)
	<i>In Re: Cybex International Securities Litigation</i>	Case No. 01-cv-258 (D. Minn.)
	<i>In Re: E.W. Blanch Holdings, Inc. Securities Litigation</i>	Case No. 16044 (New Castle County, Del.)
	<i>In Re: Encore Computer Corporation Shareholder Litigation</i>	Case No. 05-cv-10240 (S.D.N.Y.)
	<i>In Re: EVCI Career Colleges Holding Corp Securities Litigation</i>	MDL No. 517 (D. Minn.)
	<i>In Re: Flight Transportation</i>	Case No. 2011-11451 (Harris County, Tex.)
	<i>In Re: Frontier Oil Corporation</i>	No. 1:16-cv-00520-RA (S.D.N.Y.)
	<i>In Re: HeartWare International, Inc. Securities Litigation</i>	Case No. 92-cv-22272 (D. Minn.)
	<i>In Re: Hennepin County 1986 Recycling Bond Litigation</i>	Case No. 02-cv-0001 (N.D. Iowa)
	<i>In Re: McCleodUSA Incorporated Securities Litigation</i>	Case No. 99-cv-20743 (N.D. Cal.)
	<i>In Re: McKesson HBOC, Inc. Securities Litigation</i>	07-cv-9633 (S.D.N.Y.)
	<i>In Re: Merrill Lynch &amp; Co., Inc. Securities Derivative and ERISA Litigation</i>	Case No. 02-md-1484 (S.D.N.Y.)
	<i>In Re: Merrill Lynch Research Reports Securities Litigation</i>	Case No. 4:94-cv-346 (D. Minn.)
	<i>In Re: Micro Component Technology, Inc. Securities Litigation</i>	MDL No. 2003 (N.D. Ohio)
	<i>In Re: National City Corp. Securities, Derivative and Erisa Litig.</i>	No. 07-CV-0931 (C.D. Cal.)
	<i>In Re: New Century</i>	Case No. 04-cv-0330 (W.D. Mo.)
	<i>In Re: Novastar Financial, Inc. Securities Litigation</i>	Case No. 05-cv-2165 (E.D. La.)
	<i>In Re: OCA, Inc. Securities and Derivative Litigation</i>	Case No. 99-cv-12142 (D. Mass.)
	<i>In Re: Raytheon Company Securities Litigation</i>	Case No. 00-cv-4653 (S.D.N.Y.)
	<i>In Re: Reliance Group Holdings, Inc. Securities Litigation</i>	Case No. 02-cv-4209 (D. Minn.)
	<i>In Re: Retek Inc Securities Litigation</i>	Case No. 02-cv-7966 (S.D.N.Y.)
	<i>In Re: Salomon Analyst Metromedia Litigation</i>	C.A. No. 8396-VCL (Court of Chancery of the State of Delaware)
	<i>In re: Sauer-Danfoss, Inc. Stockholder Litigation</i>	



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	<i>In Re: Scimed Life Systems, Inc. Shareholders Litigation</i>	Case No. 94-mc-17640 (D. Minn.)
	<i>In Re: Sourcecorp Securities Litigation</i>	Case No. 04-cv-02351 (N.D. Tex.)
	<i>In re: Spectrum Pharmaceuticals Securities Litigation</i>	Case No. 2:13-cv-00433-LDG (D. Nev.)
	<i>In Re: SS&amp;C Technologies, Inc. Shareholders Litigation</i>	Case No. 05-cv-1525 (D. Del.)
	<i>In re: SunEdison, Inc. Securities Litigation</i>	Case No. 1:16-md-2742-PKC (S.D.N.Y.)
	<i>In Re: Tellium Inc Securities Litigation</i>	Case No. 02-cv-5878 (D. N.J.)
	<i>In Re: The Sportsman's Guide, Inc. Litigation</i>	Case No. 06-cv-7903 (D. Minn.)
	<i>In Re: Tonka Corporation Securities Litigation</i>	Case No. 4:90-cv-002 (D. Minn.)
	<i>In Re: Tonka II Securities Litigation</i>	Case No. 3:90-cv-318 (D. Minn.)
	<i>In Re: Tricord Systems, Inc. Securities Litigation</i>	Case No. 3:94-cv-746 (D. Minn.)
	<i>In Re: VistaCare, Inc. Securities Litigation</i>	Case No. 04-cv-1661 (D. Ariz.)
	<i>In Re: Williams Securities Litigation</i>	Case No. 02-cv-72(N.D. Okla.)
	<i>In Re: Xcel Energy, Inc. Securities Litigation</i>	Case No. 02-cv-2677 (D. Minn.)
	<i>In Re: Xelera.Com Securities Litigation</i>	Case No. 00-cv-11649 (D. Mass.)
	<i>In Re: Xybernaut Corp. Securities MDL Litigation</i>	Case No. 05-mdl-1705 (E.D. Va.)
	<i>In the Matter of BKS Advisors, LLC</i>	SEC Admin. Proc. File No. 3-18648
	<i>In the Matter of deVere USA, Inc.</i>	SEC Admin. Proc. File No. 3-18527
	<i>In the Matter of Focus Media Holding Limited, et al.</i>	SEC Admin. Proc. File No. 3-16852
	<i>In the Matter of James Goodland and Securus Wealth Management, LLC</i>	SEC Admin. Proc. File No. 3-16878
	<i>In the Matter of JL Capital Management</i>	SEC Admin. Proc. File No. 3-18171
	<i>In the Matter of Ross, Sinclair &amp; Associates, LLC, et al.</i>	SEC Admin. Proc. File No. 3-17315
	<i>Ivy Shipp, et al. v. Nationsbank Corp.</i>	19,002 (TX 12th Jud Dist)
	<i>Karl E. Brogen and Paul R. Havig, et al. v. Carl Pohlard, et al.</i>	Case No. 3:93-cv-714 (D. Minn.)
	<i>Kevin D. Mayer et al. v United Microelectronics Corporation</i>	19-cv-02304 (S.D. N.Y.)
	<i>Lori Miller, et al. v. Titan Value Equities Group Inc., et al.</i>	Case No. 94-mc-106432 (D. Minn.)
	<i>Makor Issues &amp; Rights, Ltd., et al. v. Tellabs, Inc., et al.</i>	02-C-4356 (N.D. Ill.)
	<i>Montoya, et al. v. Mamma.com, Inc., et al.</i>	Case No. 1:05-cv-02313 (S.D.N.Y.)
	<i>Partridge v GreenStar Agricultural Corporation, et al.</i>	Ontario Superior Court of Justice (Toronto Region)
	<i>Paskowitz v James J. Hill</i>	Case No. 715541/2018 (Queens County, NY)
	<i>Resendes, et al.; Maher, et al.; Hawkins, et al.; Schooley, et al. v. Thorp, et al.</i>	Case No. 84-cv-03457, 84-cv-11251, 85-cv-6074, 86-cv-1916L (D. Minn.)
	<i>Richard Donal Rink, et al. v. College Retirement Equities Fund</i>	No. 07-CI-10761, (Jefferson County, KY)
	<i>Robert Trimble, et al. v. Holmes Harbor Sewer District, et al.</i>	Case No. 01-2-00751-8 (Island County, Wash.)
	<i>Sandi Roper, et al. v. SITO Mobile, Ktd., et al.</i>	NO. 2:17-CV-01106-ES-MAH (D.N.J.)
	<i>Securities and Exchange Commission v Al-Raya Investment Company, et al.</i>	No. 109-CV-6533
	<i>Securities and Exchange Commission v. AIMSI Technologies, Inc., et al.</i>	05 CV 4724 (LLS) (S.D.N.Y.)
	<i>Securities and Exchange Commission v. Alderson et al.</i>	No. 18-04930 (S.D.N.Y.)
	<i>Securities and Exchange Commission v. Broadwind Energy, Inc. et al.</i>	Civ. Act. No. 1:15-cv-01142 (N.D. Ill.)





Analytics Consulting LLC  
Partial List of Legal Notice and Class Action Consulting Experience

4/16/2021

Practice Area	Engagement	Citation
Test Score	<i>Securities and Exchange Commission v. CKB168 Holdings Ltd., et al.</i>	Civil Action No. 1:13-cv-5584 (E.D.N.Y.)
	<i>Securities and Exchange Commission v. Harrison Katzen</i>	Case No. 16-cv-06606 (E.D.N.Y.)
	<i>Securities and Exchange Commission v. Intercontinental Regional Center Trust of Chicago, LLC</i>	Civil Action No. 13-cv-982 (N.D. Ill.)
	<i>Securities and Exchange Commission v. Myron Weiner</i>	11-CV-05731 (E.D.N.Y.)
	<i>Securities and Exchange Commission v. Rockford Funding Group, LLC, et al.</i>	09-10047 (S.D.N.Y.)
	<i>Securities and Exchange Commission v. United American Ventures, LLC, et al.</i>	Case No. 10-cv-00568-JCH-LFG (D.N.M.)
	<i>Superior Partners, et al. v. Rajesh K. Soin, et al.</i>	Case No. 08-cv-0872 (Montgomery County, Ohio)
	<i>Svenningsen, et al. v. Piper Jaffray &amp; Hopwood, et al.</i>	Case No. 3:85-cv-921 (D. Minn.)
	<i>Three Bridges Investment Group, et al. v. Honeywell, et al.</i>	Case No. 88-cv-22302 (D. Minn.)
	<i>United States of America v. George David Gordon</i>	Case No. 4:09-cr-00013-JHP-1 (N.D. Okla.)
	<i>United States of America v. Zev Saltsman</i>	Case No. 04-cv-641 (E.D.N.Y.)
	<i>William Steiner, et al. v. Honeywell, Inc. et al.</i>	Case No. 4:88-cv-1102 (D. Minn.)
	<i>David Andino, et al. v. The Psychological Corporation, et al.</i>	Case No. A457725 (Clark County, Nev.)



## **EXHIBIT 2**

## **HUDSON'S BAY COMPANY CASH SETTLEMENT**

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*If you used a credit,  
debit or other  
payment card at  
**Saks Fifth Avenue,  
Saks OFF 5th  
or Lord & Taylor  
stores in the US**  
between  
May 1, 2017  
and April 1, 2018,  
you may be eligible  
for a cash payment  
from a class action  
settlement.*

---

**LEARN MORE ►**

If you used a credit, debit, or other payment card at *Saks Fifth Avenue*, *Saks OFF 5TH* or *Lord & Taylor* stores in the US between May 1, 2017 and April 1, 2018, you may be eligible for a cash payment from a class action settlement.

**LEARN  
MORE ►**

## **HUDSON'S BAY COMPANY CASH SETTLEMENT**

*If you used a credit, debit or other payment card at **Saks Fifth Avenue, Saks OFF 5TH** or **Lord & Taylor** stores in the US between May 1, 2017 and April 1, 2018, you may be eligible for a cash payment from a class action settlement.*

**LEARN MORE ►**

**YOU MAY BE ELIGIBLE  
FOR A CASH SETTLEMENT  
FROM HUDSON'S BAY  
COMPANY IF YOU  
SHOPPED WITH A  
PAYMENT CARD AT  
SAKS OR LORD & TAYLOR  
STORES IN THE US**

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*If you used a credit, debit or  
other payment card at  
Saks Fifth Avenue, Saks OFF 5TH  
or Lord & Taylor stores in the US  
between May 1, 2017 and  
April 1, 2018, you may be  
eligible for a cash payment from  
a class action settlement.*

---

**LEARN MORE ►**

If you used a credit, debit or other payment card at **Saks Fifth Avenue, Saks OFF 5TH or Lord & Taylor stores in the US** between May 1, 2017 and April 1, 2018, you may be eligible for a cash payment from a class action settlement.

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MORE▶**

**HUDSON'S BAY  
COMPANY  
CASH SETTLEMENT**

*If you used a credit, debit or other payment card at **Saks Fifth Avenue, Saks OFF 5TH** or **Lord & Taylor stores in the US** between May 1, 2017 and April 1, 2018, you may be eligible for a cash payment from a class action settlement.*

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**EXHIBIT E – PROPOSED ORDER ON PRELIMINARY APPROVAL**



IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

IN RE HUDSON'S BAY COMPANY  
DATA SECURITY INCIDENT  
CONSUMER LITIGATION

Civil Action No. 18-cv-8472 (PKC)

**[PROPOSED] ORDER CERTIFYING A SETTLEMENT CLASS,  
PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT,  
AND DIRECTING NOTICE TO THE CLASS**

This matter came before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and Certification of Class for Settlement.

On April 5, 2018, the action styled *Beekman v. Lord & Taylor, LLC*, Case No. 1:18-cv-005210-UNA was filed in the United States District Court for the District of Delaware (the "*Beekman* Action") against Lord & Taylor LLC. On October 5, 2018, Lord & Taylor LLC filed its Motion to Transfer the action to the Southern District of New York pursuant to 28 U.S.C. § 1404(a). The Motion to Transfer was granted on April 25, 2019, transferring the *Beekman* Action on May 9, 2019 as Case No. 1:19-cv-04199. On April 11, 2018, the action styled *Sacklow v. Saks Incorporated*, Case No. 3:18-cv-00360 was filed in the United States District Court for the Middle District of Tennessee (the "*Sacklow* Action") against Saks Incorporated. On November 6, 2018, Saks Incorporated filed its Motion to Transfer the action to the Southern District of New York pursuant to 28 U.S.C. § 1404(a).

The Motion to Transfer was granted on April 25, 2019, transferring the *Sacklow* Action on May 9, 2019 as Case No. 1:19-cv-04186. On June 8, 2018, the action styled *Rudolph v. Saks & Company LLC*, Case No. 2:18-cv-05107 was filed in the United States District Court for the Central District of California (the “*Rudolph* Action”), against Saks & Company LLC. On September 12, 2018, Plaintiff Alexandria Rudolph and Saks & Company LLC jointly stipulated to transfer the *Rudolph* Action to this Court. The joint stipulation was granted on September 13, 2018, transferring the *Rudolph* Action on September 18, 2018 as Case No. 1:18-cv-08472. Defendants moved to dismiss the *Rudolph* Action, and the Court issued an order on May 7, 2019 granting in part and denying in part that motion.

On August 9, 2019, the plaintiffs in the *Beekman* Action, *Sacklow* Action, and *Rudolph* Action filed a Consolidated Class Action Complaint in the Southern District of New York in the newly styled action *In re Hudson’s Bay Company Data Security Incident Consumer Litigation*, Case No. 1:18-cv-08472 against Defendants, with the following plaintiffs: Bernadette Beekman, Debbie Carthan, John Cona, Wendy Haggarty, Julia A. Harris, Cassandra Joseph, Margo Kyler Knight, Jane Lefkowitz, Leslie Levitt-Raschella, Kelly Whitaker (formerly known as Kelly McGurn), Dennis Meduri, Georgina Meduri, Greta Moss, Larry Payne, Alexandria Rudolph, Jeanne Sacklow, Hope Tafet, Erika Targum, Latusha Vains and Mark Wade. A Second Consolidated Amended Class Action Complaint was filed on

September 20, 2019, removing plaintiffs Bernadette Beekman, John Cona, Hope Tafet, Latusha Vains, and Larry Payne (the “Complaint”). The Complaint asserts claims against Defendants for negligence, breach of implied contract, unjust enrichment/quasi-contract, breach of confidence, and violations of the following acts: Arizona Consumer Fraud Act, California Unfair Competition Law, California Consumers Legal Remedies Act, California Customer Records Act, Connecticut Unfair Trade Practices Act, Florida Deceptive and Unfair Trade Practices Act, Illinois Consumer Fraud Act, New Jersey Consumer Fraud Act, New Jersey Consumer Security Breach Disclosure Act, New York Consumer Law for Deceptive Acts and Practices, Texas Deceptive Trade Practices and Consumer Protection Act, Nevada Deceptive Trade Practices Act, and Georgia Fair Business Practices Act arising out of the Security Incident. “Security Incident” is defined in ¶ 1.24 of the Settlement Agreement entered into by the Parties.

The Parties, through their counsel, have entered into a Settlement Agreement following good faith, arm’s-length negotiations, including mediation sessions before the Hon. Diane Welsh (Ret.). The Parties have agreed to settle this action, pursuant to the terms of the Settlement Agreement, and subject to the approval and determination of the Court as to the fairness, reasonableness, and adequacy of the settlement (“Settlement”), which, if approved, will result in dismissal of this action with prejudice.

Having reviewed the Settlement Agreement (ECF \_\_\_\_), including the exhibits attached thereto, and all prior proceedings herein, and for good cause shown, it is hereby ordered that Plaintiffs' Motion for Preliminary Approval is granted as set forth herein.<sup>1</sup>

1. **Class Certification for Settlement Purposes Only.** For settlement purposes only and pursuant to Federal Rule of Civil Procedure 23(b)(3) and (e), the Court provisionally certifies a class in this matter (the "Class") defined as follows:

All persons who used their credit, debit or prepaid debit card (other than a Saks First branded credit card) at a Saks, Saks OFF 5TH, or Lord & Taylor store in the United States and in U.S. territories from May 1, 2017 through April 1, 2018. Excluded from the Class are Defendants, any of their parents or subsidiaries, any entities in which they have a controlling interest, as well as their current and former officers, directors, affiliates, legal representatives, heirs, predecessors, successors, and assigns. Also excluded are any Judges to whom this case is assigned as well as his or her judicial staff and immediate family members.

The Court provisionally finds, for settlement purposes only, that: (a) the Class is so numerous that joinder of all Class Members would be impracticable; (b) there are issues of law and fact common to the Class; (c) the claims of the Representative Plaintiffs are typical of and arise from the same operative facts and seek similar relief as the claims of the Class Members; (d) the Representative Plaintiffs and Class

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<sup>1</sup> Unless otherwise indicated, capitalized terms used herein have the same meaning as in the Settlement Agreement.

Counsel will fairly and adequately protect the interests of the Class as the Representative Plaintiffs have no interest antagonistic to or in conflict with the Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Class; (e) questions of law or fact common to Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this controversy.

**2. Representative Plaintiffs and Class Counsel.**

Plaintiffs Debbie Carthan, Bernadette Beekman, Julia A. Harris, Cassandra Joseph, Margo Kyler Knight, Jane Lefkowitz, Leslie Levitt-Raschella, Kelly Whitaker, Dennis Meduri, Giorgina Meduri, Greta Moss, Alexandria Rudolph, Jeanne Sacklow, Erika Targum, and Mark Wade are hereby provisionally designated and appointed as the Representative Plaintiffs. The Court provisionally finds that the Representative Plaintiffs are similarly situated to absent Class Members and therefore typical of the Class and that they are adequate representative plaintiffs.

The Court finds that Timothy J. Peter of Faruqi & Faruqi, LLP and Janine Pollack of Calcaterra Pollack LLP are experienced and adequate counsel and are hereby provisionally designated as “Class Counsel” pursuant to Federal Rule of Civil Procedure 23(g).

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds that the proposed Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Class and accordingly is preliminarily approved.

4. **Jurisdiction.** The Court concludes that it has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2), and personal jurisdiction over the Parties before it for the purposes of the Settlement. Additionally, venue is proper in this District pursuant to 28 U.S.C. § 1391(a).

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on \_\_\_\_\_ at \_\_\_\_\_ in Courtroom 11D of the Daniel Patrick Moynihan United States Courthouse, 500 Pearl St., New York, NY 10007, to determine, among other things, whether: (a) this matter should be finally certified as a class action for settlement purposes pursuant to Federal Rule of Civil Procedure 23(b)(3) and (e); (b) the Settlement should be finally approved as fair, reasonable, and adequate pursuant to Federal Rule of Civil Procedure 23(e); (c) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (e) the motion of Class Counsel for an award of attorneys' fees and costs and expenses should be approved pursuant to Federal Rule of Civil Procedure 23(h);

and (f) the motion of Representative Plaintiffs for service awards should be approved.

The Representative Plaintiffs will cause to be filed with the Court their briefs in support of final approval, attorneys' fees, costs, and expenses, and service awards, including responses to any objections, no later than ninety-nine (99) days after the entry of this Order.

6. **Administration.** The Court appoints Analytics LLC as the Settlement Administrator, with responsibility for class notice and claims administration. Defendants shall pay all the Costs of Settlement Administration up to \$250,000.00, with Plaintiffs' Counsel responsible for any amount in excess of \$250,000.00. These payments to the Settlement Administrator shall be made separate and apart from the relief being made available to Settlement Class Members under the Settlement.

7. **Notice to the Class.** The proposed Notice Program set forth in the Settlement Agreement, and the Claim Form, Publication Notice, and Long Form Notice attached to the Settlement Agreement as Exhibits A, B, and C, respectively, satisfy the requirements of Federal Rule of Civil Procedure 23(c)(2)(B) and (e)(1) and are hereby approved. Non-material modifications to these Exhibits may be made without further order of the Court. The Settlement Administrator is directed to carry out the Notice Program in conformance with the Settlement Agreement.

Within 60 days from the date of entry of this Order, the Settlement Administrator shall initiate the Notice Program, which shall be completed in the manner set forth in the Settlement Agreement.

8. **Findings and Conclusions Concerning Notice.** The Court finds that the form, content, and method of giving notice to the Class as described in Paragraph 7 of this Order and the Settlement Agreement (including the exhibits thereto): (a) will constitute the best notice practicable to the Class; (b) are reasonably calculated to apprise Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and the Court concludes that the Notice Program meets all applicable requirements of law, including Federal Rule of Civil Procedure 23(c) and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Class Members.

10. **Class Action Fairness Act Notice.** Defendants shall provide notice of the Settlement to the appropriate state or federal officials in accordance with the Class Action Fairness Act of 2005 (“CAFA”). *See* 28 U.S.C. § 1715.



11. **Exclusion from Class.** Any Class Member wishing to opt out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator. The written opt out notice must clearly manifest a person's intent to be excluded from the Settlement Class. The written opt out notice must include the individual's name and address; a statement that he or she wants to be excluded from the Settlement Class; and the individual's signature. To be effective, the written opt out notice must be postmarked no later than 120 days after the date of entry of this Order. No later than 130 days from the date of entry of this Order, the Settlement Administrator shall provide the Parties with: (a) copies of all completed opt-out notifications, and (b) a final list of all who have timely and validly excluded themselves from the Settlement Class (the "Opt-Out Members"). No later than 10 days prior to the Final Approval Hearing, Class Counsel shall file this list of Opt-Out List Members with the Court for the purpose of being attached to the Judgment to be entered upon final approval.

All Class Members who submit valid and timely notices of their intent to be excluded from the Settlement Class shall not receive any benefits of or be bound by the terms of this Settlement Agreement. All Class Members who submit valid and timely notices of their intent to be excluded from the Settlement Class shall also waive and forfeit any and all rights he or she may have to appear separately and/or

to object to the Settlement Agreement. All Class Members who do not submit valid and timely notices of their intent to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Judgment entered thereon.

12. **Objections and Appearances.** A Settlement Class Member who complies with the requirements of this paragraph may object to the Settlement, and the request for costs, expenses, service awards, and/or attorneys' fees.

Any Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection ("Objection"). Such notice shall state: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class; (iii) a written statement of all grounds for the objection, accompanied by any legal, factual and evidentiary support for the objection the objector believes applicable; (iv) the identity of all counsel representing the objector (if any), including any former or current counsel who may be entitled to compensation for any reason related to the objection; (v) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; (vi) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; (vii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative; (viii) a list, by case name, court, and docket

number, of all other cases in which the objector (directly or through counsel) has filed an objection to any proposed class action settlement within the last 3 years; (ix) a list, by case name, court, and docket number, of all other cases in which the objector's counsel (on behalf of any person or entity) has filed an objection to any proposed class action settlement within the last 3 years; and (x) any and all agreements that relate to the objection or the process of objecting, whether written or verbal, between objector or objector's counsel and any other person or entity.

To be timely, written notice of the Objection in the appropriate form must be filed with the Clerk of the Court or mailed to the Claims Administrator postmarked no later than 120 days from the date of entry of this Order.

In each case the Objection must be served concurrently therewith upon Class Counsel Timothy J. Peter, Faruqi & Faruqi, LLP, 1617 John F. Kennedy Blvd Suite 1550, Philadelphia, PA 19103 and Janine Pollack, Calcaterra Pollack LLP, 1140 Avenue of the Americas 9th Floor, New York, NY 10036; and counsel for Defendants, Gregory T. Parks, Morgan, Lewis & Bockius LLP, 1701 Market St. Philadelphia, PA 19103.

The Parties will have the same right to seek discovery from any objecting Settlement Class Member as they would if the objector was a party in the Litigation, including the right to take the objector's deposition. Such discovery will be conducted on an expedited basis, and the objecting Settlement Class Member is

required to respond to any written discovery within fourteen (14) days and must appear for deposition within fourteen (14) days after a deposition is noticed.

Except upon a showing of good cause, any Settlement Class Member who does not submit a timely Objection in complete accordance with the Settlement Agreement and this Order shall not be treated as having filed a valid Objection to the Settlement and shall forever be barred from raising any objection to the Settlement.

If a Settlement Class Member submits both a timely and valid opt-out notice and Objection, the Settlement Class Member will be deemed to have only submitted the opt-out notice and the Objection will be invalid.

13. **Claims Process and Distribution Plan.** Representative Plaintiffs and Defendants have created a process for assessing and determining the validity and value of claims and a methodology for distribution of benefits to Settlement Class Members on Approved Claims (the “Claims Process and Distribution Plan”), as set out in the Settlement Agreement and Exhibit D to the Settlement Agreement.. The Court preliminarily approves the Claims Process and Distribution Plan described in the Settlement Agreement (including the exhibits thereto), and directs that the Settlement Administrator implement the Claims Process and Distribution Plan and effectuate the distribution of settlement benefits to Settlement Class Members

according to the terms of the Settlement Agreement, should the Settlement be finally approved.

Settlement Class Members who qualify for and wish to submit a claim shall do so in accordance with the requirements and procedures specified in the notice and the Claim Form. If final Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Settlement Agreement, the releases included in that Agreement, and the final Judgment.

14. **Termination of Settlement.** This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Order, if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

15. **Use of Order.** This Order shall be of no force or effect if final Judgment is not entered or there is no Effective Date and shall not be construed or

used as an admission, concession, or declaration by or against Defendants of any fault, wrongdoing, breach, liability, or the certifiability of any class. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Representative Plaintiffs or any other Settlement Class Member that his or her claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this Litigation or in any other lawsuit.

16. **Stay of Proceedings.** Except as necessary to effectuate this Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the final Judgment, or until further order of this Court.

17. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the website maintained by the Settlement Administrator.

18. **Summary of Deadlines.** The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. The “Preliminary Approval Date” below is the date of entry of this Preliminary Approval Order. Deadlines arising under the Settlement Agreement and this Order include but are not limited to:

<b>Key Events</b>	<b>Deadlines</b>
Notice Program Commences	Within 60 Days after Preliminary Approval Date
Motions for Final Approval and for Attorneys' Fees, Costs and Plaintiffs' Service Awards	Within 99 Days after Preliminary Approval Date
Opt-Out Deadline	120 Days after Preliminary Approval Date
Objection Deadline	120 Days after Preliminary Approval Date
Responses to Objections	14 Days before Final Approval Hearing
Final Approval Hearing	At least 162 Days after the Preliminary Approval Date
Claims Deadline	192 Days after Preliminary Approval Date

IT IS SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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The Honorable Kevin Castel  
United States District Court Judge

**EXHIBIT F – PROPOSED FINAL APPROVAL ORDER AND  
JUDGMENT**



**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

**IN RE HUDSON’S BAY COMPANY  
DATA SECURITY INCIDENT  
CONSUMER LITIGATION**

Civil Action No. 18-cv-8472 (PKC)

**[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**

On \_\_\_\_\_[DATE], this Court entered an order granting preliminary approval (the “Preliminary Approval Order”) (Doc. \_\_\_\_ ) of the settlement (the “Settlement”) between Plaintiffs Debbie Carthan, Bernadette Beekman, Julia A. Harris, Cassondra Joseph, Margo Kyler Knight, Jane Lefkowitz, Leslie Levitt-Raschella, Kelly Whitaker, Dennis Meduri, Giorgina Meduri, Greta Moss, Alexandria Rudolph, Jeanne Sacklow, Erika Targum, and Mark Wade (“Plaintiffs”), on their own behalf and on behalf of the Settlement Class (as defined below), and defendants Hudson’s Bay Company ULC, Saks Incorporated, Saks Fifth Avenue LLC, Saks & Company LLC, and Lord & Taylor LLC (“Defendants”), as memorialized in the Settlement Agreement, which is Exhibit \_\_\_\_ (Doc. \_\_\_\_ ) to Plaintiff’s Motion for Preliminary Approval of Class Action Settlement and Certification of Settlement Class;<sup>1</sup>

On \_\_\_\_\_[DATE], pursuant to the notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the

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<sup>1</sup>The capitalized terms used in this Final Approval Order and Judgment shall have the same meaning as defined in the Settlement Agreement except as may otherwise be indicated.

Class was notified of the terms of the proposed Settlement Agreement, of the right of Class Members to opt-out, and the right of Settlement Class Members to object to the Settlement Agreement and to be heard at a Final Approval Hearing;

On \_\_\_\_\_[DATE], the Court held a Final Approval Hearing to determine, *inter alia*: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement; and (2) whether judgment should be entered dismissing this action with prejudice. Therefore, the Court is satisfied that Class Members were properly notified of their right to appear at the Final Approval Hearing in support of or in opposition to the proposed Settlement Agreement, the award of attorneys' fees and costs and expenses to Class Counsel, and the payment of service awards to the Representative Plaintiffs.

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Class Counsel and counsel for Defendants, having reviewed all of the submissions presented with respect to the proposed Settlement Agreement, having determined that the Settlement Agreement is fair, adequate, and reasonable, having considered the application made by Class Counsel for attorneys' fees and costs and expenses, and the application for service awards to the Representative Plaintiffs, and having reviewed the materials in support thereof, and good cause appearing:

**IT IS HEREBY ORDERED THAT:**

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all Parties thereto, including the Settlement Class.

2. The Settlement Agreement is, in all respects, fair, reasonable, and adequate, is in the best interests of the Settlement Class, and is therefore approved. The Court finds that the Settlement Agreement was entered into in good faith following arm's length negotiations and is non-collusive. The Court finds that the Parties faced significant risks, expenses, delays and uncertainties, including as to the outcome, including on appeal, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement Agreement is fair, reasonable, adequate and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the settlement reflected in the Settlement Agreement.

3. This Court grants final approval of the Settlement Agreement, including but not limited to the releases in the Settlement Agreement including all Released Claims, and the plans for implementation and distribution of the settlement benefits. Therefore, all Class Members who have not opted out of the Settlement Class are bound by this Final Approval Order and Judgment, approving the Settlement Agreement.

4. The Parties shall effectuate the Settlement Agreement in accordance with its terms. The Settlement Agreement and every term and provision thereof shall be deemed incorporated herein as if explicitly set forth herein and shall have the full force of an Order of this Court.

### **OBJECTIONS AND OPT-OUTS**

5. \_\_\_\_\_ objections were filed by Settlement Class Members. The Court has considered all objections and finds the objections do not counsel against Settlement Agreement approval, and the objections are hereby overruled in all respects.

6. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

7. A list of the \_\_\_ putative Class Members who have timely and validly elected to opt out of the Settlement Agreement and the Settlement Class (the “Opt-Out Members”), and who therefore are not bound by the Settlement Agreement and this Final Approval Order and Judgment, has been submitted to the Court in the Declaration of \_\_\_\_\_, filed in advance of the Final Approval Hearing. That list is attached as Exhibit A to this Order. The Opt-Out Members listed in Exhibit A are not bound by the Settlement Agreement and this Final Approval Order

and Judgment and shall not be entitled to any of the benefits afforded to the Settlement Class Members under the Settlement Agreement.

### **CLASS CERTIFICATION**

8. For purposes of the Settlement Agreement and this Final Approval Order and Judgment only, the Court hereby finally certifies the following class (the “Settlement Class”):

All persons who used their credit, debit or prepaid debit card (other than a Saks First branded credit card) at a Saks, Saks OFF 5TH, or Lord & Taylor store in the United States and in U.S. territories from May 1, 2017 through April 1, 2018. Excluded from the Class are Defendants, any of their parents or subsidiaries, any entities in which they have a controlling interest, as well as their current and former officers, directors, affiliates, legal representatives, heirs, predecessors, successors, and assigns. Also excluded are any Judges to whom this case is assigned as well as his or her judicial staff and immediate family members.

9. The Court readopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of Federal Rule of Civil Procedure 23(a) and (b)(3) set forth in the Preliminary Approval Order and notes again that because this certification of the Settlement Class is in connection with the Settlement Agreement rather than litigation, the Court need not address any issues of manageability that may be presented by certification of the class proposed in the Settlement Agreement.

10. The Court grants final approval to the appointment of Plaintiffs Debbie Carthan, Bernadette Beekman, Julia A. Harris, Cassondra Joseph, Margo Kyler

Knight, Jane Lefkowitz, Leslie Levitt-Raschella, Kelly Whitaker, Dennis Meduri, Giorgina Meduri, Greta Moss, Alexandria Rudolph, Jeanne Sacklow, Erika Targum, and Mark Wade as Representative Plaintiffs. The Court concludes that the Representative Plaintiffs have fairly and adequately represented the Settlement Class and will continue to do so.

11. The Court grants final approval to the appointment of Timothy J. Peter of Faruqi & Faruqi, LLP and Janine Pollack of Calcaterra Pollack LLP as Class Counsel. The Court concludes that Class Counsel have adequately represented the Settlement Class and will continue to do so.

### **NOTICE TO THE CLASS**

12. The Court finds that the Notice Program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Class of the pendency of the Litigation, certification of the Class for settlement purposes only, the existence and terms of the Settlement Agreement, and of their right to object and to appear at the Final Approval Hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and other applicable law.

13. The Court finds that Defendants have fully complied with the notice requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

**AWARD OF ATTORNEYS' FEES AND SERVICE AWARDS**

14. The Court has considered Class Counsel's Motion for service awards and for attorneys' fees and costs and expenses. The Court awards Class Counsel the sum of \$\_\_\_\_\_ as an award of attorneys' fees and \$\_\_\_\_\_ as an award of costs and expenses to be paid in accordance with the Settlement Agreement, and the Court finds this amount of fees and costs and expenses to be fair and reasonable.

15. The Court grants Class Counsel's request for service awards to the Representative Plaintiffs and awards \$\_\_\_\_\_ each to Plaintiffs Debbie Carthan, Bernadette Beekman, Julia A. Harris, Cassondra Joseph, Margo Kyler Knight, Jane Lefkowitz, Leslie Levitt-Raschella, Kelly Whitaker, Dennis Meduri, Giorgina Meduri, Greta Moss, Alexandria Rudolph, Jeanne Sacklow, Erika Targum, and Mark Wade. The Court finds that this payment is justified by their service to the Settlement Class. This payment shall be paid in accordance with the Settlement Agreement.

**OTHER PROVISIONS**

16. The Parties to the Settlement Agreement shall carry out their respective obligations thereunder.

17. Within the time period set forth in the Settlement Agreement, the benefits provided for in the Settlement Agreement shall be made available to the various Settlement Class Members submitting valid Claim Forms, on Approved Claims, pursuant to the terms and conditions of the Settlement Agreement.

18. As of the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, each Settlement Class Member, including each Representative Plaintiff, is hereby deemed to have, and by operation of this Final Approval Order and Judgment shall have, completely, fully, finally, irrevocably, and forever released, relinquished, and discharged all Released Persons from the Released Claims, and further may not then or thereafter institute, maintain, or assert against any of the Released Persons, either directly, indirectly, on their own behalf or on behalf of any class or other person or entity, any action, regulatory action, arbitration, or court or other proceeding of any kind asserting any Released Claims, and the Settlement Class Members by operation of this Final Approval Order and Judgment shall be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum in which any of the Released Claims is asserted.

As of the Effective Date, the Released Persons are hereby deemed to have, and by operation of this Final Approval Order and Judgment shall have, completely, fully, finally, irrevocably, and forever released, relinquished, and discharged



Plaintiffs' Counsel and Representative Plaintiffs from any claims arising from the Litigation, and further may not then or thereafter institute, maintain, or assert any claims against any of the Plaintiffs' Counsel and Representative Plaintiffs, either directly, indirectly, on their own behalf or on behalf of any class or other person or entity, any action, regulatory action, arbitration, or court or other proceeding of any kind asserting any claims arising from the Litigation, including but not limited to claims under Fed. R. Civ. P. 11 or claims for attorneys' fees.

19. The terms of the Settlement Agreement and this Final Approval Order and Judgment shall have maximum res judicata, collateral estoppel, and all other preclusive effect in any and all claims for relief, causes of action, suits, petitions, demands in law or equity, or any allegations of liability, damages, debts, contracts, agreements, obligations, promises, attorney's fees, costs, interest or expenses that arise out of or relate to the allegations or subject matter of the Litigation and/or Complaint.

Each Settlement Class Member, including each Representative Plaintiff, may not now or hereafter institute, maintain or assert against any of the Released Persons, either directly, indirectly, on their own behalf or on behalf of any class or other person or entity, any action, regulatory action, arbitration, or court or other proceeding of any kind asserting any of the Released Claims, and the Settlement Class Members by operation of this Final Approval Order and Judgment are hereby

permanently barred and enjoined from commencing, prosecuting, or participating (as class members or otherwise) in any recovery in any action in this or any other forum arising out of the Released Claims are asserted.

20. This Final Approval Order and Judgment and the Settlement Agreement, and all acts, statements, documents or proceedings relating to the Settlement Agreement, are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendants of any claim, any fact alleged in the Litigation, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendants or of the validity or certifiability for litigation of any claims that have been, or could have been, asserted in the Litigation. This Final Approval Order and Judgment, the Settlement Agreement, all acts, statements, documents or proceedings relating to the Settlement Agreement shall not be offered or received or be admissible in evidence in any action or proceeding, or be used in any way as an admission or concession or evidence of any liability or wrongdoing of any nature or that Representative Plaintiffs, any Settlement Class Member, or any other person has suffered any damage; *provided, however*, that the Settlement Agreement and this Final Approval Order and Judgment may be filed in any action by Defendants or Settlement Class Members seeking to enforce the Settlement Agreement or the Final Approval Order and Judgment (including but not limited to enforce the releases contained herein). The Settlement Agreement and Final

Approval Order and Judgment shall not be construed or admissible as an admission by Defendants that Representative Plaintiffs' claims or any similar claims are suitable for class treatment. The Settlement Agreement's terms shall be forever binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims and other prohibitions set forth in this Final Approval Order and Judgment that are maintained by, or on behalf of, any Settlement Class Member or any other person subject to the provisions of this Final Approval Order and Judgment.

21. The Court hereby dismisses the Complaint and the Litigation and all claims therein on the merits and with prejudice and without fees or costs to any Party except as provided in this Final Approval Order and Judgment.

22. Consistent with Paragraph 10 of the Settlement Agreement, if the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and Judgment and the Preliminary Approval Order shall be deemed vacated and shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order and Judgment shall cease to be of any force and effect; and the Parties shall return to the status quo ante in the Litigation as if the Parties had not entered into the Settlement Agreement. In such an event, the Parties shall

be restored to their respective positions in the Litigation as if the Settlement Agreement had never been entered into (and without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue).

23. Pursuant to the All Writs Act, 28 U.S.C. § 1651, this Court shall retain the authority to issue any order necessary to protect its jurisdiction from any action, whether in state or federal court.

24. Without affecting the finality of this Final Approval Order and Judgment, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement Agreement for all purposes.

**ENTERED:**

DATED: \_\_\_\_\_, 2021 By: \_\_\_\_\_  
The Honorable Kevin Castel  
United States District Judge