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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JESSE SACKIN, PETER HARRIS,
STEPHEN LUSTIGSON, NICHOLAS
MIUCCIO, and SARAH HENDERSON,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

TRANSPERFECT GLOBAL, INC.,

Defendant.

Case No. 17 Civ. 1469 (LGS)

~~XXXXXXX~~ PROPOSED ORDER GRANTING PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT AND APPROVING NOTICE PROGRAM

WHEREAS, a class action is pending before the Court entitled *Sackin et al., v. TransPerfect Global, Inc.*, Case No. 1:17-cv-1469-LGS;

WHEREAS, Jesse Sackin, Peter Harris, Stephen Lustigson, Nicholas Miuccio, and Sarah Henderson (also referred to as “Plaintiffs” or “Settlement Class Representatives” for purposes of the Settlement Agreement), for themselves and on behalf of the Settlement Class, and TransPerfect Global, Inc. (“TransPerfect” or “Defendant”), have agreed to settle Plaintiffs’ claims related to a phishing attack perpetrated against TransPerfect (the “Data Breach”);

WHEREAS, the Parties’ Stipulation and Agreement of Settlement (“Settlement Agreement”), together with the exhibits attached thereto, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice as to TransPerfect for the claims of the Settlement Class upon the terms and conditions set forth in the Settlement Agreement, and the Court having read and considered the Settlement Agreement and exhibits attached thereto;

This matter coming before the Court upon the agreement of the Parties and the motion of Plaintiffs seeking preliminary approval of the Settlement Agreement, good cause being shown, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

1. Terms and phrases in this order shall have the same meaning as set forth in the Settlement Agreement.
2. The Court has jurisdiction over the subject matter of the Action, the Plaintiffs, the Settlement Class Members, and TransPerfect, and venue is proper in this District.

Settlement Class Certification.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court preliminarily certifies, for settlement purposes only, a Settlement Class consisting of the following:
 - a **Settlement Class:** All persons in the United States whose 2015 Form W-2 data and/or payroll information was compromised as a result of the Data Breach.
4. Excluded from the Settlement Class are Defendant, their officers and directors during the Settlement Class Period, the members of their immediate families, and their respective representatives, heirs, successors, and assigns. Also excluded from the Settlement Class are those Persons who otherwise satisfy the above requirements for membership in the Settlement Class, but who timely and validly request exclusion from the Settlement Class pursuant to the Notice to be sent to Settlement Class Members.
5. The Court hereby appoints Plaintiffs Jesse Sackin, Peter Harris, Stephen Lustigson, Nicholas Miuccio and Sarah Henderson as Settlement Class Representatives.
6. The Court hereby appoints Finkelstein, Blankinship, Frei-Pearson & Garber, LLP as Settlement Class Counsel.

Preliminary Approval

7. Plaintiffs have moved the Court for an order approving the settlement of the Action in accordance with the Settlement Agreement, which, together with the documents incorporated therein, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice against TransPerfect. The Court, having read and considered the Settlement Agreement and having heard the Parties' arguments in support of the Settlement Agreement, hereby preliminarily approves the Settlement Agreement in its entirety subject to the Final Approval Hearing referred to in Paragraph 20 of this order.

8. The Court finds that, subject to the Final Approval Hearing, the Settlement Agreement falls within the range of possible approval as fair, reasonable, adequate, and in the best interests of the Settlement Class as to their claims against TransPerfect. The Court further finds that the Settlement Agreement substantially fulfills the purposes and objectives of the class action, and provides beneficial relief to the Settlement Class. The Court also finds that the Settlement Agreement: (a) is the result of serious, informed, non-collusive arms' length negotiations involving experienced counsel familiar with the legal and factual issues of this case and made with the assistance of David Geronemus of JAMS; (b) is sufficient to warrant notice of the settlement and the Final Approval Hearing to the Settlement Class; (c) meets all applicable requirements of law, including Federal Rule of Civil Procedure 23 and the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715; and (d) is not a finding or admission of liability by TransPerfect.

Notice and Administration

9. Angeion Group is hereby appointed as Settlement Administrator and shall perform all the duties of the Settlement Administrator as set forth in the Settlement Agreement and this Order.

10. The Court finds that the notice plan as set forth in the Settlement Agreement and the forms of Notice to the Class as set forth in Exhibits A and B hereto (the "Notice Program") are reasonably calculated to, under all circumstances, apprise the members of the Settlement

Class of the pendency of this action, the certification of the Settlement Class, the terms of the Settlement Agreement, and the right of members to object to the settlement or to exclude themselves from the Class. The Notice Program is consistent with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

11. The Court hereby approves the Notice Program, including the proposed Notice documents attached as Exhibits A and B hereto. The Court also approves the plan for Claims administration, including the Election Form and Reimbursement Form attached as Exhibits C and Exhibit D to the Settlement Agreement. The Parties may, by agreement, revise the Notice, Election Form, or Reimbursement Form documents in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting.

12. Pursuant to the Settlement Agreement, within sixty (60) calendar days after the entry of the Preliminary Approval Order (the “Notice Date”), and subject to the requirements of the Settlement Agreement and this Preliminary Approval Order, TransPerfect shall coordinate with the Settlement Administrator to provide Notice pursuant to the Notice Program as follows:

- a Within thirty (30) days of entry of the Preliminary Approval Order, TransPerfect shall provide the Settlement Administrator with the data files containing the identity, last known mailing, email, or other addresses of the Settlement Class Members;
- b The Settlement Administrator shall send Email Notice to each Settlement Class Member for whom TransPerfect or Settlement Administrator can ascertain an email address;
- c With respect to Settlement Class Members for whom TransPerfect and the Settlement Administrator cannot ascertain an email address or for whom Email Notice was undeliverable or unopened, the Settlement Administrator shall send Postcard Notice to Settlement Class Members’ mailing addresses, as ascertained by TransPerfect’s records or through the National Change of Address Database or other similar data source;

- d The Settlement Administrator shall perform reasonable address traces for all initial Postcard Notices that are returned as undeliverable. The Settlement Administrator shall complete the re-mailing of the Summary Notice by US mail to Settlement Class Members whose new addresses were identified as of that time through address traces; and
- e The Settlement Administrator shall publish, on or before the Notice Date, the Long-Form Notice on the Settlement Website in accordance with the requirements set forth in the Settlement Agreement.

13. Settlement Class Members who wish to receive benefits under the Settlement Agreement must complete and submit a valid Election Form for identity theft protection coverage and/or a valid Reimbursement Form for reimbursement of documented economic impact related to the Data Breach. All Election Forms must be postmarked or received by the Settlement Administrator not later than two hundred and ten days (210) after the Notice Date. All Reimbursement Claim Requests must be received by the Settlement Administrator by February 10, 2021.

14. Within ten (10) days of the filing of the motion for preliminary approval, TransPerfect shall, at its own cost, serve or cause to be served a notice of the proposed Settlement in accordance with the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715(b).

Exclusion

15. Settlement Class Members who wish to exclude themselves from the Settlement Class for purposes of this Settlement may do so by submitting a request for exclusion to the Settlement Administrator not later than forty-five (45) days after the Notice Date. The request for exclusion must comply with the exclusion procedures set forth in the Settlement Agreement. Each Settlement Class Member desiring to exclude him or herself from the Settlement Class shall timely submit, by U.S. Mail, written notice of such intent to the designated address set forth in the Notice. The written notice must clearly manifest the intent to be excluded from the

Settlement Class, and must be signed by the Settlement Class Member. A request for exclusion may not request exclusion of more than one member of the Settlement Class. Mass opt-outs are not permitted.

16. Any member of the Settlement Class who timely requests exclusion consistent with these procedures may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement. Settlement Class Members who fail to submit a valid and timely request for exclusion shall be bound by all terms of the Settlement Agreement and the Final Judgment.

Objections

17. Any member of the Settlement Class who has not timely filed a request for exclusion may object to the granting of final approval to the settlement. Settlement Class Members may object on their own, or may do so through separate counsel at their own expense.

18. Any written objection to the Settlement must include: (i) the name of the Action; (ii) the objector's full name, address, telephone number, and e-mail address; (iii) a statement of the basis on which the objector claims to be a Settlement Class Member; (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection, and any evidence the objecting Settlement Class Member wishes to introduce in support of the objection; (v) the identity of all counsel, if any, representing the objector, including any former or current counsel who may claim entitlement to compensation for any reason related to the objection to the Settlement or the Fee Application; (vi) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing and the identification of any counsel representing the objector who intends to appear at the Final Approval Hearing; (vii) a list of any persons who will be called to testify at the Final Approval Hearing in support of the objection; (viii) the objector's signature signed under oath and penalty of perjury or, if legally incapacitated, the signature of their duly authorized representative (along with documentation setting forth such legal incapacitation and representation) (an attorney's signature is not sufficient); and (ix) must be submitted to the Court either by: (a) mailing it to the Clerk of the

Court, United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007, or; (b) filing the objection in person at any location of the United States District Court for the Southern District of New York. Mailed objections must be filed or postmarked forty-five (45) days following the Notice Date.

19. Any member of the Settlement Class who fails to file and serve a timely written objection in compliance with the requirements of this order and the Settlement Agreement shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

Fairness Hearing

20. A fairness hearing (the “Final Approval Hearing” or “Fairness Hearing”) shall be held before this Court on **August 16, 2018, at 11:00 a.m.** in Courtroom 1106 of the Manhattan Courthouse, 40 Foley Square, New York, NY 10007 to consider: (a) whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable and adequate and should be given final approval by the Court; (b) whether a final judgment should be entered; (c) whether to award payment of attorneys’ fees, costs, and expenses to Class Counsel and in what amount; and (d) whether to award payment of a service award to the Settlement Class Representatives and in what amount. The Court may adjourn the Fairness Hearing without further notice to Settlement Class Members.

21. By no later than fourteen (14) days prior to the Objection Deadline, papers supporting the Fee Application and requested service awards shall be filed with the Court and posted to the settlement website.

22. Papers in support of final approval of the Settlement Agreement shall be filed with the Court no later than twenty-one (21) days prior to the Fairness Hearing.

Miscellaneous Provisions

23. To protect its jurisdiction to consider the fairness of the Settlement Agreement and to enter a final order and judgment having binding effect on all Settlement Class Members,

the Court hereby enjoins all members of the Settlement Class, and anyone who acts or purports to act on their behalf, from pursuing all other proceedings in any state or federal court that seeks to address rights or claims of any Released Party or Settlement Class Member relating to, or arising out of, any of the Released Claims.

24. Settlement Class Members shall be bound by all determinations and judgments concerning the Action and/or Settlement Agreement, whether favorable or unfavorable.

25. All case deadlines are stayed and suspended until further notice from the Court, except for such actions as are necessary to implement the Settlement Agreement and this Order.

26. In the event that this Settlement Agreement is terminated pursuant to its terms, disapproved by any court (including any appellate court), and/or not consummated for any reason, or the Effective Date for any reason does not occur, the order certifying the Settlement Class for purposes of effectuating the Settlement, and all preliminary and/or final findings regarding that class certification order, shall be automatically vacated upon notice of the same to the Court, the Action shall proceed as though the Settlement Class had never been certified pursuant to this Settlement Agreement and such findings had never been made, and the Action shall return to the procedural posture on November 3, 2017, in accordance with this paragraph. Neither party, nor counsel shall refer to or invoke the vacated findings and/or order relating to class settlement or Rule 23 of the Federal Rules of Civil Procedure if this Settlement Agreement is not consummated and the Action is later litigated and contested by Defendant under Rule 23 of the Federal Rules of Civil Procedure.

IT IS ORDERED.

Dated: March 13, 2018



LORNA G. SCHOFIELD
UNITED STATES DISTRICT JUDGE

EXHIBIT A

Summary Notice

Sackin et al. v. TransPerfect Global, Inc., No. 1:17-cv-1469-LGS

You may be entitled to receive benefits under this class action settlement.

*A federal court authorized this Notice. It is **not** a solicitation from a lawyer.*

A proposed settlement has been reached in a lawsuit entitled *Sackin et al. v. TransPerfect Global, Inc.*, No. 1:17-cv-1469-LGS, pending in the United States District Court for the Southern District of New York. The lawsuit alleges that on or about January 17, 2017, TransPerfect was the victim of a phishing attack resulting in the disclosure of Form W-2 data and payroll information of individuals who work for or had worked for TransPerfect and certain corporate affiliates (the “Data Breach”). TransPerfect maintains that it had meritorious defenses, and it was prepared to vigorously defend the lawsuit. The settlement is not an admission of wrongdoing or an indication that TransPerfect has violated any laws.

Who Is Included? TransPerfect’s records indicate you are included in the settlement as a Settlement Class Member because you are a current or former TransPerfect employee whose Form W-2 data and/or payroll information was involved in the Data Breach.

What Benefits are Included in the Settlement?

- Settlement Class Members have the option to enroll in additional identity theft protection coverage at TransPerfect’s cost in the form of Experian’s Credit Plus 3-Bureau plan (“Class Settlement Experian Plan”) for a three-year period. Each person who enrolls in the Class Settlement Experian plan is entitled to: (i) three-bureau credit monitoring alerts; (ii) dark web surveillance alerts; (iii) daily credit reports; (iv) fraud resolution support; and (v) up to \$1 million in identity theft insurance.
- Attached as an exhibit to this Summary Notice is a Summary Description of the Benefits of the Experian Identity Theft Coverage being offered through this settlement.
- Settlement Class Members who have not accepted coverage under TransPerfect’s offering of Experian ProtectMyID identity theft protection plan (the “Original Experian Plan”), offered shortly after the Data Breach, are able to do so without affecting their rights under the Settlement Agreement. The deadline for enrolling in the Original Experian Plan is **February 10, 2019**. You may find out whether you previously accepted coverage under the Original Experian Plan by calling Experian at [Experian Phone Number].
- Settlement Class Members who have elected to receive the Class Settlement Experian plan being offered as part of this settlement may also seek reimbursement of economic costs up to \$4,000 per Settlement Class Member that are related to the Data Breach and not reimbursed by Experian or another third party, if are supported by required documentation. Any Settlement Class Member whose Reimbursement Claim to Experian is rejected for failure to submit a claim within Experian’s required time period may not submit a Claim for reimbursement for economic costs related to the Data Breach.

- The Class Settlement Experian plan being provided to Settlement Class Members is available whether or not they enrolled in the Original Experian plan.

How Do I Receive Settlement Benefits? To receive the Class Settlement Experian plan at TransPerfect's expense, Settlement Class Members must submit an identity theft protection enrollment form (the "Identity Theft Protection Election Form") to the Settlement Administrator by **DATE**. To file a claim for reimbursement of economic costs, a Settlement Class Member must first elect to receive the Class Settlement Experian plan, exhaust the insurance benefit available through Experian, and submit a Reimbursement Form to the Settlement Administrator by February 10, 2021. Both forms are available at **www.INSERTWEBSITE.com**, by calling **1-PHONE NUMBER**, or by writing to the Settlement Administrator at **ADDRESS**. Both forms may be submitted through the Settlement Website or by mail to the Settlement Administrator.

What Are My Options? You can do nothing, submit an Identity Theft Protection Election Form, or exclude yourself from the settlement.

- If you do nothing or submit an Identity Theft Protection Election Form, your rights will be affected. You will not be able to sue Defendant in a future lawsuit about the claims addressed in the settlement.
- If you exclude yourself, you will not receive the listed settlement benefits — but you will keep your right to sue Defendant in a separate lawsuit on the issues covered by the settlement. You must contact the Settlement Administrator by mail to exclude yourself.
- If you do not exclude yourself, you can object to the settlement, Class Counsel's request for fees and expenses, or the Settlement Class Representatives' requests for incentive awards.

All Requests for Exclusion and Objections must be postmarked or filed in person by [exclusion/objection deadline].

The Final Approval Hearing. The Court will hold a Final Approval Hearing at [TIME a.m., on DATE], at the Thurgood Marshall United States Courthouse, 40 Foley Square, Courtroom 1106, New York, NY 10007. At the Final Approval Hearing, the Court will consider whether the proposed settlement is fair, reasonable, and adequate. The Court may also consider Settlement Class Counsel's request for attorneys' fees and costs, and service awards to the Settlement Class Representatives that filed this lawsuit. If there are objections, the Court will consider them.

Getting More Information. More information, including the Settlement Agreement and other related documents, is available at **www.INSERTWEBSITE.com**.

EXHIBIT B

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

Notice of Class Action and Proposed Settlement

You may be entitled to receive benefits under this class action settlement.

This notice summarizes the proposed settlement reached in a lawsuit entitled *Sackin et al. v. TransPerfect Global, Inc.*, No. 1:17-cv-1469-LGS, pending in the United States Federal District Court, Southern District of New York (“Lawsuit”). The settlement agreement, necessary forms, and additional information are available at www._____.com, or by contacting the **Settlement Administrator** at _____.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

This notice may affect your rights – please read it carefully.

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

- The lawsuit alleges that on or about January 17, 2017, TransPerfect was the victim of a phishing attack resulting in the disclosure of its current and former employees’ Form W-2 data and payroll information (“Data Breach”). TransPerfect maintains that it had meritorious defenses, and it was prepared to vigorously defend the lawsuit. The settlement is not an admission of wrongdoing or an indication that TransPerfect has violated any laws.
- If you are a current or former TransPerfect employee whose Form W-2 data and/or payroll information was compromised in the Data Breach, you are a Settlement Class Member.
- **The Settlement provides that Settlement Class Members are eligible for an additional three years of identity theft protection services at TransPerfect’s expense**, including:
 - All Settlement Class Members may obtain coverage in the form of Experian’s Credit Plus 3-Bureau plan (the “Class Settlement Experian plan) for a three-year period at TransPerfect’s cost on or before the **DATE Election Deadline**. Each person who enrolls in the Class Settlement Experian plan is entitled to: (i) three-bureau credit monitoring alerts; (ii) dark web surveillance alerts; (iii) daily credit reports; (iv) fraud resolution support; and (v) up to \$1 million in identity theft insurance. If you elect to receive identity theft coverage in the form of the Class Settlement Experian plan, you will receive additional enrollment information and must activate the Class Settlement Experian plan as instructed.
 - Attached as an exhibit to this Notice is a Summary Description of the Benefits of the Experian Identity Theft Coverage being offered through this settlement.
 - Settlement Class Members who have not accepted coverage under TransPerfect’s previous offering of Experian ProtectMyID identity theft protection plan (the “Original Experian Plan”), offered shortly after the Data Breach, are able to do so without affecting their rights under the Settlement Agreement. The deadline for enrolling in the Original Experian Plan is **February 10, 2019**. You may find out whether you previously accepted coverage under the Original Experian plan by calling Experian at [**PHONE NUMBER**].

- **Settlement Class Members who have elected to receive the Class Settlement Experian plan being offered through this settlement may also seek reimbursement of economic costs up to \$4,000 per Settlement Class Members** that are related to the Data Breach and not reimbursed by Experian or another third party, if supported by required documentation. Any Settlement Class Member whose reimbursement claim to Experian is rejected for failure to submit a claim within Experian's required time period may not submit a claim for reimbursement for economic costs related to the Data Breach. To be eligible for reimbursement, you must submit sufficient evidence of your economic costs, and satisfy additional requirements. The deadline to submit a claim is **February 10, 2021**.
- The Class Settlement Experian plan being provided to Settlement Class Members is available whether or not they enrolled in the Original Experian plan.

SUBMIT AN IDENTITY THEFT PROTECTION ELECTION FORM DEADLINE: [210 DAYS FOLLOWING NOTICE]	<p>This is the only way for Settlement Class Members to enroll in the Class Settlement Experian plan paid for by TransPerfect. If you submit an Identity Theft Protection Election Form, you will give up the right to sue TransPerfect in a separate lawsuit about the claims this Settlement resolves.</p>
SUBMIT ONE OR MORE REIMBURSEMENT FORMS DEADLINE: FEBRUARY 10, 2021	<p>This is the only way for Settlement Class Members to request reimbursement of economic costs related to the Data Breach and not otherwise reimbursed by a third party or Experian after submission of a claim to Experian. You must elect to receive the Class Settlement Experian plan offered through this settlement to be eligible for reimbursement. If you submit a Reimbursement Form, you will give up the right to sue TransPerfect in a separate lawsuit about the claims this Settlement resolves.</p>
DO NOTHING	<p>Unless you exclude yourself, you are automatically part of this Settlement. If you are a Settlement Class Member and do not submit an Identity Theft Protection Election Form, you will not receive any benefits of the Settlement. If you do nothing, you will still give up the right to sue, continue to sue, or be part of another lawsuit against TransPerfect about the legal claims resolved by this Settlement.</p>
EXCLUDE YOURSELF DEADLINE: [45 DAYS FOLLOWING NOTICE]	<p>You will not receive any benefits from the Settlement, but you will not be bound by the terms of the Settlement, if approved by the Court.</p>
OBJECT: DEADLINE: [45 DAYS FOLLOWING NOTICE]	<p>If you do not exclude yourself from the Settlement Class, you may object to the Settlement or to Class Counsel's or the Class Representatives' requests for Class Counsel fees or Service Awards, respectively.</p>
GO TO A HEARING ON [DATE]	<p>You may object to the Settlement and ask the Court permission to speak at the Fairness Hearing about your objection.</p>

- These rights and options – **and the deadlines to exercise them** – are explained in this Notice.
- The Court still must decide whether to approve the Settlement. No benefits will be provided or payments made until after the Court grants final approval of the Settlement and all appeals, if any, are resolved.

QUESTIONS? READ ON AND VISIT www.INSERTWEBSITE.COM

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BASIC INFORMATION

This Class Notice is provided pursuant to an order issued by the Court to inform you of the proposed Settlement and the Final Approval Hearing to be held by the Court to consider, among other things, (a) whether the Settlement is fair, reasonable and adequate and should be approved; and (b) Class Counsel's request for Class Counsel Fees and the Class Representatives' request for a Service Award. This Class Notice explains the nature of the lawsuit, the general terms of the proposed Settlement (including the benefits available), and your legal rights and obligations. This Class Notice is not an expression of any opinion by the Court as to the merits of the claims or defenses asserted in the Action.

The Honorable Judge Lorna G. Schofield of the United States District Court for the Southern District of New York is overseeing this action, which is known as *Sackin et al., v. TransPerfect Global, Inc.*, No. 1:17-cv-1469-LGS (the "Action"). The people that filed the lawsuit are called "Plaintiffs." TransPerfect is the "Defendant."

Plaintiffs in this matter claim that on or about January 17, 2017, TransPerfect disclosed that it was the victim of a phishing attack resulting in the disclosure of Form W-2 data and payroll information ("Personal Data") concerning individuals who work for or had worked for TransPerfect and certain corporate affiliates (the "Data Breach").

TransPerfect notified current and former employees of the Data Breach and offered two years of free credit protection through Experian ProtectMyID® ("Original Experian Plan").

Plaintiffs claim that TransPerfect did not adequately protect their personal information, and that they were injured as a result of the Data Breach. TransPerfect denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that any law has been violated.

In a class action, one or more people called "class representatives" sue on behalf of themselves and other people with similar claims. The Plaintiffs (the class representatives here), together with the people they represent, are called Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those people who timely exclude themselves from the Settlement Class. In this case, the Class Representatives are: Jesse Sackin, Peter Harris, Stephen Lustigson, Nicholas Miuccio, and Sarah Henderson.

The Court has not decided in favor of Plaintiffs or TransPerfect. Instead, both sides agreed to a settlement. Settlement avoids the costs and uncertainty of trial and related appeals, while providing benefits to members of the Settlement Class. The Class Representatives and attorneys for the Settlement Class ("Settlement Class Counsel") believe the Settlement is in the best interests of the Settlement Class Members.

WHO IS IN THE SETTLEMENT

You are included in the Settlement Class if you are a member of the following:

All current and former TransPerfect employees in the United States whose Form W-2 data and/or payroll information was compromised as a result of the Data Breach.

The Settlement Class does not include any judge presiding over this matter and any of their first degree relatives, judicial staff, or the officers and directors of TransPerfect.

If you are not sure whether you are in the Class, or have any other questions about the Settlement, call the toll-free number, 1-800-PHONENUMBER. You also may write with questions to: INSERT SETTLEMENT ADMININSTRATOR INFO AND ADDRESS or go to www.INSERTWEBSITE.com.

THE SETTLEMENT BENEFITS

TransPerfect will offer Settlement Class Members the following benefits under the Settlement:

- (1) Settlement Class Members have the option to enroll in additional identity theft protection coverage at TransPerfect's cost in the form of Experian's Credit Plus 3-Bureau identity theft protection plan (the "Class Settlement Experian plan") for a period of three years, which includes: (a) three-bureau credit monitoring alerts; (b) dark web surveillance alerts; (c) daily credit reports; (d) fraud resolution support; and (e) up to \$1 million in identity theft insurance;
- Attached as an exhibit to this Summary Notice is a Summary Description of the Benefits of the Experian Identity Theft Coverage being offered through this settlement; and
- (2) Settlement Class Members who have elected to receive the Class Settlement Experian plan being offered as part of this settlement may seek reimbursement of economic costs up to \$4,000.00 per Settlement Class Member, which are: (a) related to the Data Breach; (b) not reimbursed by a third party or Experian after submission of a claim to Experian; (c) supported by required documentation; and (d) meet all requirements set forth in the Reimbursement Form and the Settlement Agreement. In order to be eligible for reimbursements, Settlement Class Members must be enrolled in the Class Settlement Experian plan.

Complete details regarding the settlement benefits are available in the Settlement Agreement, which is available at www.INSERTWEBSITE.com.

Settlement Class Members can enroll in the following Experian Identity Theft Protection plan:

Identity Theft Protection. Any Settlement Class Member who does not submit a timely request for exclusion from the Settlement Class shall have the option to elect to enroll in the Class Settlement Experian plan in the form of Experian's Credit Plus 3-Bureau plan for three yearss of

triple bureau coverage, at TransPerfect's cost, on or before the **DATE Election Deadline**. If a Settlement Class Member elects to receive the Class Settlement Experian plan identity theft protection coverage, he or she must activate the Experian plan in accordance with the instructions provided. The Class Settlement Experian plan being provided to Settlement Class Members is available whether or not they enrolled in the original Experian plan.

Settlement Class Members who have not accepted coverage under TransPerfect's previous offering of Experian ProtectMyID identity theft protection plan (the "Original Experian Plan"), offered shortly after the Data Breach, are able to do so without affecting their rights under the Settlement Agreement. The deadline for enrolling in the Original Experian Plan is **February 10, 2019**. You may find out whether you previously accepted coverage under the Original Experian Plan by calling Experian at **[PHONE NUMBER]**.

Reimbursement of Economic Costs. Any Settlement Class Member who has enrolled in the Class Settlement Experian plan being offered through this settlement may also seek reimbursement of economic costs up to \$4,000 per Settlement Class Member that are related to the Data Breach and not otherwise reimbursed by Experian or another third party, and which are supported by required documentation. However, no Settlement Class Member may submit a Reimbursement Form unless said Settlement Class Member has first elected to receive the Class Settlement Experian plan, submitted a Reimbursement Claim to Experian under an Experian plan, Experian has denied the claim, and said Settlement Class Member has exhausted Experian's claims process. Any Settlement Class Member whose Reimbursement Claim to Experian is rejected for failure to submit a claim within Experian's required time period may not submit a Claim for reimbursement for economic costs related to the Data Breach.

Settlement Class Members who wish to make a Claim for reimbursement of economic costs related to the Data Breach must provide to the Settlement Administrator information required to evaluate the claim, including: (a) the Claimant's name and current address; (b) if applicable, a signed copy of IRS Form 14039 along with a statement under penalty of perjury that the form was submitted to the Internal Revenue Service; (c) the bills or invoices documenting the amount of the Claim and proof that the bills or invoices were paid; (d) documentation showing that the claim was submitted and denied by Experian; and (e) a statement signed under penalty of perjury indicating that: (i) the monetary loss claimed is related to the Data Breach; and (ii) the total amount claimed has not been reimbursed by any other third party. Third-party documentation of a monetary loss is required to establish a claim.

If a Settlement Class Member was provided notice of his or her entitlement to enroll in an Experian plan, but was not enrolled in such service at the time of the loss for which she or he seeks reimbursement arose, and the loss would have been covered under the identity theft insurance coverage provided through an Experian plan had the Settlement Class Member been enrolled, then the loss may not be claimed for reimbursement hereunder.

HOW TO RECEIVE SETTLEMENT BENEFITS

To receive the Class Settlement Experian plan at TransPerfect's expense, Settlement Class Members must submit an Identity Theft Protection Election Form by mail or through the Settlement Website by **DATE**. The Settlement Administrator will notify you of any deficiencies

with respect to your Identity Theft Protection Election Form, and you will have 21 days after such notice is sent to correct these deficiencies. The Settlement Administrator will then issue a final decision on your entitlement to the Class Settlement Experian plan.

An Identity Theft Protection Election Form is available at www.INSERTWEBSITE.com or by calling 1-800-PHONENUMBER. Identity Theft Protection Election Forms are also available by writing to the Settlement Administrator at [SETTLEMENT ADMINISTRATOR INFORMATION AND ADDRESS].

For reimbursement of documented economic costs related to the Data Breach that have not been reimbursed by Experian or other third party, up to an aggregate total of \$4,000.00 in reimbursement per Settlement Class Member, you must have elected to receive the Class Settlement Experian plan, exhaust the insurance benefit available through Experian, complete and submit a Reimbursement Form(s) and provide documentation proving the economic costs as described above. You can get the Reimbursement Form at www.INSERTWEBSITE.com or by calling 1-800-PHONENUMBER. For each Reimbursement Form, you must read the instructions carefully, fill out the form completely, attach the required documentation, and either submit the form and documentation through the Settlement Website, or mail the form postmarked no later than **February 10, 2021**, to:

Settlement Administrator
ADDRESS
ADDRESS

If you have questions about how to file a claim, call 1-800-PHONENUMBER or go to www.INSERTWEBSITE.com.

If you file a timely and valid Reimbursement form and submit required documentation, the Settlement Administrator will evaluate your claim to confirm your eligibility and calculate your payment amount. The Settlement Administrator will notify you of any deficiencies with respect to your claim, and you will have 21 days after such notice is sent to correct these deficiencies. The Settlement Administrator will then issue a final decision on your claim.

Payments for valid claims will not be made until after the Settlement is finally approved and all appeals and other reviews have been exhausted.

Unless you exclude yourself, you cannot sue TransPerfect or be part of any lawsuit against TransPerfect about any of the issues in this Action. Unless you exclude yourself, all of the decisions by the Court will bind you. The specific claims you are giving up are described in Paragraph 9 of the Settlement Agreement. You will be releasing your claims against TransPerfect and all related people as described in Paragraph 9.

The Settlement Agreement is available at www.INSERTWEBSITE.com or by calling 1-800-PHONENUMBER. The Settlement Agreement describes the released claims with specific descriptions, so please read it carefully. If you have any questions about what this means, you can talk to Settlement Class Counsel, or you can talk to your own lawyer at your own expense.

THE LAWYERS REPRESENTING YOU

Yes, you do have a lawyer in the case. The Court appointed the law firm of Finkelstein, Blankinship, Frei-Pearson & Garber, LLP to represent you and the Settlement Class. This firm is called “Settlement Class Counsel.” You will not be charged by these lawyers for their work on this case. If you want to be represented by your own lawyer, you may hire one at your own expense.

Class Counsel will ask the Court for TransPerfect to pay for reasonable attorneys’ fees of up to \$715,000.00, plus actual costs of up to \$20,000.00, and Class Representative service awards not to exceed \$3,500 each (\$17,500.00 in total). The Court will decide the amount of attorneys’ fees, costs, and service awards. Any attorneys’ fees, costs, and service awards approved will be paid by TransPerfect and will not reduce the benefits provided to you or the other Settlement Class Members under the proposed Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue TransPerfect about the legal claims in this case, you must take steps to exclude yourself from the Settlement Class. Excluding yourself is also called “opting out” of the Settlement.

No, if you exclude yourself, you cannot get anything from the Settlement. If you exclude yourself, you may not apply for any benefits under the proposed Settlement and you cannot object to the proposed Settlement.

No, if you do not exclude yourself, you cannot sue later. Unless you exclude yourself, you give up the right to sue TransPerfect for all of the claims that this proposed Settlement resolves.

To exclude yourself from the proposed Settlement, you must timely submit, by U.S. Mail, written notice of your intent to opt-out of the Settlement to the Settlement Administrator’s designated address established for opt-outs. The written notice must clearly manifest your intent to be excluded from the Settlement Class in *Sackin et al., v. TransPerfect Global, Inc.*, No. 1:17-cv-1469-LGS, and must be signed by you. You can only request exclusion for yourself: you cannot request to exclude any other member of the Settlement Class. Mass opt-outs are not permitted.

To be effective, written notice must be postmarked by [REDACTED] and mailed to:

INSERT ADDRESS

You cannot ask to be excluded on the phone, by email, or on the website.

OBJECTING TO THE SETTLEMENT

If you are a Settlement Class Member, you can object to or comment on the Settlement, Settlement Class Counsel’s request for attorneys’ fees, costs, and expenses, and/or the Settlement

Class Representatives' request for service awards. To object, you must state in writing that you object to the Settlement, and include the following information in your written objection:

1. The name of the Action;
2. Your full name, mailing address, telephone number, and e-mail address;
3. A statement of the basis on which you claim to be a Settlement Class Member;
4. A written statement of all grounds for your objection, accompanied by any legal support for the objection, and any evidence you wish to introduce in support of the objection;
5. The identity of all counsel, if any, representing you, including any former or current counsel who may claim entitlement to compensation for any reason related to the objection to the Settlement or the Fee Application;
6. A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing and the identification of any counsel representing you who intends to appear at the Final Approval Hearing;
7. A list of any persons who will be called to testify at the Final Approval Hearing in support of the objection; and
8. Your signature signed under oath and penalty of perjury or, if legally incapacitated, the signature of your duly authorized representative (along with documentation setting forth such legal incapacitation and representation) (an attorney's signature is not sufficient).

Failure to include this information may be grounds for the Court to disregard your objection.

To submit an objection, send a letter the Court either by: (a) mailing it to the Clerk of the Court, United States District Court for the Southern District of New York, Thurgood Marshall United States Courthouse, 40 Foley Square, New York, NY 10007, or; (b) filing the objection in person at any location of the United States District Court for the Southern District of New York. Mailed objections must be filed or postmarked on or before the Objection Deadline, which is [Objection Deadline].

You can object to the Settlement when you wish to remain a Settlement Class Member and be subject to the Settlement, but disagree with some aspect of the Settlement. An objection allows your views to be heard in Court.

Excluding yourself from the Settlement Class means that you are no longer a Settlement Class Member and do not want the Settlement to apply to you. Once you are excluded, you lose the right to receive any benefits from the Settlement or to object to any aspect of the Settlement because the case no longer affects you.

FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing at **TIME a.m., on DATE**, at the Thurgood Marshall United States Courthouse, 40 Foley Square, Courtroom 1106, New York, NY 10007. At the Final Approval Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Class Counsel's request for attorneys' fees and costs, and the service awards. If there are objections, the Court will consider them. After the Final Approval Hearing, the Court will decide whether to approve the proposed Settlement and how much to award to Class Counsel as fees and costs, and the service awards.

The Final Approval Hearing may be moved to a different date or time without additional notice, so it is recommended that you periodically check **www.INSERTWEBSITE.com** and the Court docket in this case through the Court's Public Access to Electronic Records (PACER) system at <https://ecf.nysd.uscourts.gov> to confirm the date of the Final Approval Hearing.

No, you do not have to attend the hearing. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. If you submit a written objection, you do not have to come to the Fairness Hearing to raise your objection. As long as you timely mailed your written objection, the Court will consider it. You also may pay your own lawyer to attend the Final Approval Hearing, but their attendance is not necessary.

Yes, you may speak at the hearing. If you would like to do so, you must indicate your intent to personally appear and/or testify at the Final Approval Hearing, and identify any counsel representing you who intends to appear at the Final Approval Hearing, when providing written notice of your objection as noted in Question 21 above regarding how to object to the Settlement. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

If you are a Settlement Class Member and you do nothing, you will be legally bound by the Settlement, and you will not receive any benefits of the Settlement, including but not limited to the Experian Credit Plus 3-Bureau plan, or reimbursement for economic costs related to the Data Breach. You will not be able to bring a lawsuit, continue a lawsuit, or be a part of any other lawsuit against TransPerfect about the claims in this case.

If you would like to request benefits under the Settlement, you must follow the instructions described in sections 11-12 above.

GETTING MORE INFORMATION

This notice summarizes the proposed Settlement. More details are included in the Settlement Agreement. You can get a copy of the Settlement Agreement at **www.INSERTWEBSITE.com**. You also may write with questions to the Settlement Administrator, at **EMAIL ADDRESS OR REAL [ADDRESS]**. You can access Identity Theft Protection Election Forms and Reimbursement Forms and review additional documents on the Settlement Website. You can also request to receive Identity Theft Protection Election Forms and Reimbursement Forms, a

copy of the Settlement Agreement, and a detailed notice by mail by calling the toll-free number, 1-800-PHONENUMBER.

EXHIBIT TO LONG FORM NOTICE

Sackin et al. v. TransPerfect Global, Inc., No. 1:17-cv-1469-LGS

The following information provides a summary description of the benefits for the Experian Identity Theft Coverage. This information is located at <https://www.experianidworks.com/summary-of-benefits/>

Summary Description of Benefits

for the Experian Identity Theft Coverage

This Summary Description of Benefits (the “Summary”) is provided to inform you that as a member of Experian IdentityWorks, you are entitled benefits under the Master Policy referenced below. This Summary does not state all the terms, conditions, and exclusions of the Master Policy. Your benefits will be subject to all of the terms, conditions, and exclusions of the Master Policy, even if they are not mentioned in this Summary. A complete copy of the Master Policy will be provided upon request.

The Master Policy of Fraud Safeguard Coverage for New York Insureds and the Master Policy of Personal Internet Identity Coverage for non-New York Insureds (collectively, the “Master Policy”) have been issued to ConsumerInfo.com, Inc. (the “Master Policyholder”), under Policy Numbers: 1423382 and 7077868, respectively underwritten by insurance company subsidiaries or affiliates of American International Group, Inc. (hereinafter “AIG”) to provide benefits as described in this Summary.

GENERAL INFORMATION

Should you have any questions regarding the Membership Program provided by the Master Policyholder, or wish to view a complete copy of the Master Policy, please call the Experian Customer Care Hotline at 877-890-9332.

Limit of Insurance

Aggregate Limit of Insurance: \$1,000,000 per policy period

Lost Wages: \$1,500 per week, for 5 weeks maximum

Travel Expenses: \$1,000 per policy period

Elder Care, Spousal Care & Child Care: \$2,000 per policy period

Certified Public Accountant Costs: \$1,000 per policy period

Deductible \$0 per policy period

Reporting a Stolen Identity Event

To report a Stolen Identity Event, please call the Experian IdentityWorks Customer Care Team at 877-890-9332 to be transferred to the Master Policyholder’s Fraud Resolution Unit.

Filing a Claim

If you have any questions regarding the identity theft insurance coverage or wish to file a claim under the Master Policy, please contact the Insurer at 1-866-IDHelp2 (1-866-434-3572).

If the Master Policy is terminated, your benefits will cease effective the date of such termination. It is the obligation of the Master Policyholder to inform you of any termination of the Master Policy.

BENEFITS

1. We shall pay you for the following in the event of a Stolen Identity Event:

a. Costs

- i. Costs incurred by you for re-filing applications for loans, grants, other credit or debt instruments that are rejected solely because the lender received from any source incorrect information as a result of a Stolen Identity Event;
- ii. Costs for notarizing affidavits or other similar documents, long distance telephone calls, and postage reasonably incurred as a result of your efforts to report a Stolen Identity Event or amend or rectify records as to your true name or identity as a result of a Stolen Identity Event;
- iii. Costs incurred by you for a maximum of six (6) credit reports from an entity approved by us. The first credit report may not be requested until after the discovery of a Stolen Identity Event;
- iv. Costs incurred by you for ordering medical records for the purpose of amending and/or rectifying these documents as a result of a Stolen Identity Event;
- v. Costs approved by us, for providing periodic reports on changes to, and inquiries about the information contained in the insured's credit reports or public databases (including, but not limited to credit monitoring services);
- vi. Costs incurred by you for travel within the United States incurred as a result of the insured's efforts to amend or rectify records as to the insured's true name and identity;
- vii. Costs incurred by you for elder care or child care incurred as a result of the insured's efforts to amend or rectify records as to the insured's true name or identity;
- viii. Costs incurred by you for the replacement of identification cards, drivers licenses and passports as a result of a stolen identity event; and
- ix. Reasonable and necessary costs incurred by you associated with the use of any certified public accountant engaged to amend or rectify records as to your true name or identity as a result of a Stolen Identity Event. We reserve the right to select such certified public accountant however, with our express prior written consent, you may select such public accountant.

b. Lost Wages

- i. Actual lost wages that would have been earned in the United States, its territories or possessions, whether partial or whole days, for time reasonably and necessarily taken off work and away from your work premises solely as a result of your efforts to amend or rectify records as to

your true name or identity as a result of a Stolen Identity Event. Actual lost wages includes remuneration for vacation days, discretionary days, floating holidays, and paid personal days.

- ii. Lost wage reimbursement excludes business interruption or future earning of a self-employed professional. Computation of lost wages for self-employed professionals must be supported by and will be based on prior year tax returns.
- iii. Coverage is limited to wages lost within twelve (12) months after your discovery of a Stolen Identity Event.

c. Investigative Agency or Private Investigator Costs

- i. Costs associated with the use of any investigative agency or private investigator engaged to amend or rectify records as to your true name or identity as a result of a Stolen Identity Event. We reserve the right to select such investigative agency or private investigator; however, with our express prior written consent, you may select such investigative agency or private investigator.

d. Legal defense fees and expenses

- i. Costs for reasonable fees for an attorney appointed by us and related court fees, incurred by you with our consent, for:
- ii. Any legal action brought against you by a creditor or collection agency or entity acting on behalf of a creditor for non-payment of goods or services or default on a loan as a result of a Stolen Identity Event;
- iii. Removing any civil judgment wrongfully entered against you as a result of the Stolen Identity Event;
- iv. Criminal defense for charges brought against you as a result of a Stolen Identity Event. However, we will only pay for this after it has been established by acquittal or dropping of charges because you were not in fact the perpetrator;
- v. Challenging the accuracy or completeness of any information in your medical history as a result of a medical identity theft. It is further agreed that solely with respect to subparagraph (d) you, with our express prior written consent, may select such attorney; and
- vi. Challenging the accuracy or completeness of any information in your tax history as a result of a Stolen Identity Event. It is further agreed that solely

with respect to subparagraph (d) you, with our express prior written consent, may select such attorney.

A Stolen Identity Event means the fraudulent use of your name, address, Social Security number, bank or credit card account number or other personally identifying information or other method of identifying you. This includes, but is not limited to, the fraudulent use of your personal identity to establish credit accounts, secure loans, enter into contracts or commit crimes. Stolen identity event shall include Medical identity theft. Medical Identity Theft means the theft of the insured's personal or health insurance information to obtain medical treatment, pharmaceutical services or medical insurance coverage. Medical identity theft also means the theft of the insured's personal or health insurance information to submit false claims for medical services or goods. A Stolen Identity Event does not include the theft or unauthorized or illegal use of your business name, d/b/a or any other method of identifying your business activity.

2. We shall pay you for the following in the event of an Unauthorized Electronic Fund Transfer:

a) The principal amount, exclusive of interest, incurred by you and caused by an Unauthorized Electronic Fund Transfer first occurring during the policy period. However, such principal amount shall not include any amount for which you did not seek reimbursement from the financial institution which issued the access device and holds the account from which funds were stolen, and for which you have not received reimbursement from any other source.

An Unauthorized Electronic Fund Transfer (UEFT) is an electronic fund transfer from your Account initiated by a person other than you without the actual authority to initiate such transfer and from which you receive no benefit. An Unauthorized Electronic Fund Transfer (UEFT) does not include an electronic fund transfer initiated: 1) by a person who was furnished the access device to your account by you, unless you have notified the financial institution that transfers by such person are no longer authorized; 2) with fraudulent intent by you or any person acting in concert with you; 3) by the financial institution of its employee; or 4) from any business or commercial account.

Account means a cash, credit card, demand deposit (checking), savings or money market account of yours held directly or indirectly by a financial institution and established primarily for personal, family or household purposes.

COVERAGE SCOPE

Subject to the Master Policy's terms, conditions and exclusions, the Master Policy provides benefits to you only if: (1) you report a Stolen Identity Event or an Unauthorized Electronic Fund Transfer to the Master Policyholder at the contact number stated above as soon as you become aware of a Stolen Identity Event or a Unauthorized Electronic Fund Transfer, but in no event later than ninety (90) days after the Stolen Identity Event or Unauthorized Electronic Fund Transfer is discovered; and (2) you follow the instructions given to you by the Fraud Resolution Unit. These instructions will include notifying major credit bureaus, the Federal Trade Commission's Identity Theft Hotline and appropriate law enforcement authorities.

You will also be provided with a claim form and instructed how to file for benefits under the policy if the Stolen Identity Event or Unauthorized Electronic Fund Transfer results in losses covered under the policy

You will only be covered for a Stolen Identity Event if a Stolen Identity Event is first discovered while you are a member of the Master Policyholder's insured program and is reported to us within ninety (90) days of such discovery.

You will only be covered for an Unauthorized Electronic Fund Transfer if an Unauthorized Electronic Fund Transfer first occurs while you are a member of the Master Policyholder's insured program and is reported to us within ninety (90) days of such discovery.

You will not be covered if the Stolen Identity Event or Unauthorized Electronic Fund Transfer first occurs after termination of the master policy or termination of your membership in the Master Policyholder's program.

LIMITS OF INSURANCE

The most we shall pay you cannot exceed the Aggregate Limit of Insurance above. Legal fees and private investigator fees are subject to prior approval. All Legal Costs shall be part of and subject to the Aggregate Limit of Insurance. **LEGAL COSTS ARE PART OF, AND NOT IN ADDITION TO, THE LIMIT OF INSURANCE.**

The Lost Wages, Travel Expense, Elder Care/Spousal Care/Child Care and Certified Public Accountant Costs Limits of Insurance shown above are sublimits of the Aggregate Limit of Insurance and the most we shall pay you for lost wages, travel expense, and elder care/spousal care/child care.

OTHER INSURANCE

We shall be excess over any other insurance, including, without limitation, homeowner's or renter's insurance. If you have other insurance that applies to a loss under this policy, the other insurance shall pay first. This policy applies to the amount of loss that is in excess of the Limit of Insurance of your other insurance and the total of all your deductibles and self-insured amounts under all such other insurance. In no event shall we pay more than our Limits of Insurance as shown above.

DUPLICATE COVERAGES

If you are enrolled in more than one Membership Program insured by us, or any of our affiliates, we will reimburse you under each membership program:

- a) subject to the applicable deductibles and Limits of Insurance of each insured Membership Program
- b) but in no event shall the total amount reimbursed to you under all Membership Programs exceed the actual amount of loss.