

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.

As you may already know, 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/or 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.

If you have not already done so, go to www.TransPerfectSettlement.com to obtain settlement benefits (up to three years of free credit monitoring under Experian’s Credit Plus 3-Bureau Plan, plus reimbursement for out-of-pocket costs resulting from the Data Breach) or to opt out or object to the settlement

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 1-877-890-9332.

- 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 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 December 5, 2018. 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.TransPerfectSettlement.com**, by calling 1-844-824-5797, or by writing to the Settlement Administrator at TransPerfect Settlement, 1801 Market Street, Suite 660, Philadelphia, PA 19103. 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.

The Exclusion and Objection deadline has been extended to September 17, 2018. All Requests for Exclusion and Objections must be mailed and postmarked by September 17, 2018.

The Final Approval Hearing has been rescheduled. The Court will now hold a Final Approval Hearing at 10:30 a.m., on September 27, 2018, 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.TransPerfectSettlement.com.

EXHIBIT TO SUMMARY 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.