

**UNITED STATES DISTRICT COURT**  
**FOR THE NORTHERN DISTRICT OF GEORGIA**

**If your financial institution issued payment cards that were subject to card brand alerts as a result of the 2014 Home Depot data breach, it could get a payment from a class action settlement.**

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

- A settlement has been proposed to resolve lawsuits against Home Depot, U.S.A., Inc. and The Home Depot, Inc. (collectively, “Home Depot”) brought by financial institutions seeking to recover damages resulting from the payment card data breach announced by Home Depot in September 2014 (the “Data Breach”).
- The lawsuits referred to as *In re: The Home Depot, Inc. Customer Data Security Breach Litigation*, Case No. 1:14-md-2583-TWT (N.D. Ga.), assert that Home Depot is legally responsible for the Data Breach because it failed to maintain adequate data security practices and its failure to do so was negligent, negligent as a matter of law, and in violation of several states’ unfair and deceptive trade practices statutes. Home Depot denies these allegations and that it is liable in any amount to the financial institutions.
- Under the settlement, Home Depot will pay \$25,000,000 into a Settlement Fund to be distributed to Settlement Class Members who timely submit valid claims. All class members are eligible to receive a fixed payment estimated to be \$2.00 for each payment card that was alerted-on as a result of the Data Breach without providing any documentation of their losses. Class members who provide documentation are eligible to recover up to 60 percent of their uncompensated losses.
- Home Depot will also pay up to \$2,250,000 to compensate certain independent Sponsored Entities whose legal claims against Home Depot were released by their non-affiliated sponsors in 2015 as part of the MasterCard ADC program and that certify they did not have sufficient time or information to appropriately consider the Alternative Recovery Offer from MasterCard when originally presented with it. Sponsored Entities that file a valid claim will receive up to \$2.00 for each eligible payment card that was released.
- In addition, Home Depot has agreed to improve its data security practices to reduce the chances of a future data breach and to pay separately the costs of notice, administration and, if approved by the court, reasonable attorneys’ fees and expenses. Service awards of up to \$2,500 to each class representative will be paid out of the Settlement Fund if approved by the Court.

***Your financial institution’s legal rights are affected whether you act or do not act. Read this notice carefully.***

| <b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b> |   |
|--|---|
| <b>SUBMIT A CLAIM FORM</b>                               | If eligible, your financial institution will receive a cash payment. This is the only way to get compensation from the settlement.  |
| <b>EXCLUDE YOUR FINANCIAL INSTITUTION</b>                | If your financial institution asks to be excluded, you will not receive a cash payment, but you may be able to file your own lawsuit against Home Depot for the same claims. This is the only option that leaves your financial institution the right to file its own lawsuit against Home Depot for the claims that are being resolved by this settlement. |
| <b>OBJECT</b>  | Your financial institution can remain in the class and file an objection telling the Court why you do not like the settlement. If your financial institution’s objections are overruled, your financial institution will be bound by the settlement.  |
| <b>DO NOTHING</b>  | Get no compensation and forfeit your financial institution’s right to ever sue Home Depot to recover for the losses it suffered from the Data Breach.   |

**Questions? Call 1-844-412-4019 toll free, or visit [www.HomeDepotBankSettlement.com](http://www.HomeDepotBankSettlement.com)**

- 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 approve the settlement. Payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

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## BASIC INFORMATION

### 1. Why did I get this notice package?

Your financial institution may have issued payment cards identified in one of the alerts sent out by the card brands (Visa, MasterCard, Amex, or Discover). In addition, your financial institution may be a Sponsored Entity entitled to compensation even if it released its legal claims against Home Depot.

The Court authorized this Notice because you have a right to know about your financial institution's rights under a proposed class action before the Court decides whether to approve the settlement. If the Court approves the settlement, and after objections and appeals are resolved, a settlement administrator appointed by the Court will make the cash payments that the settlement allows.

This package explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Northern District of Georgia, and the case is known as *In re: The Home Depot, Inc. Customer Data Security Breach Litigation*, Case No. 14-md-2583-TWT. The financial institutions who sued are called "Plaintiffs," and the company they sued, Home Depot, is the "Defendant."

### 2. What is this lawsuit about?

In September of 2014, Home Depot announced that hackers had breached its computer systems and stolen credit and debit card information from some customers who shopped at Home Depot from April 10, 2014 to September 13, 2014. Plaintiffs claim that the Data Breach occurred because Home Depot negligently failed to provide sufficient data security, allowing the hackers to steal its customers' financial information. Plaintiffs also claim that Home Depot violated various states' unfair and deceptive trade practices acts and that Home Depot committed negligence *per se* because its failure to provide sufficient data security violated Section 5 of the FTC Act. The lawsuit seeks to recover the losses incurred by financial institutions, such as the expense of reissuing cards, amounts paid to cover fraudulent charges, and other costs incurred responding to the Data Breach. Home Depot denies any wrongdoing. The Court has not decided whether Home Depot has any legal liability.

After this lawsuit was filed, many financial institutions received compensation for their losses through a card brand reimbursement process, such as the MasterCard ADC program and Visa's GCAR program, without releasing their legal claims against Home Depot. In these processes, under agreements negotiated with MasterCard and Visa, Home Depot offered to pay a premium to financial institutions in exchange for a release of legal claims. Many financial institutions accepted this offer themselves or their sponsor accepted the offer on their behalf. In the lawsuit, Plaintiffs have challenged the validity of many of these releases and seek to have them invalidated by the Court on the ground that the releases were obtained based upon misleading and coercive communications. Home Depot contends the releases are all valid. The Court has not yet decided whether to invalidate any of the releases that Plaintiffs have challenged.

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

In a class action, one or more entities called "class representatives" sue on behalf of themselves and other entities with similar claims. All of these entities together are the "class" or "class members." One court resolves the issues for all class members, except for those who exclude themselves from the settlement class.

### 4. Why is there a settlement?

The Court has not decided in favor of Plaintiffs or Home Depot. Instead, both sides agreed to a settlement. Settlements avoid the costs and uncertainty of a trial and related appeals, while providing benefits to members of the settlement class. The class representatives and the attorneys for the settlement class think the settlement is best for all class members.

## WHO IS PART OF THE SETTLEMENT

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

Your financial institution is a member of the Class and affected by the settlement if:

- Your financial institution is a financial institution in the United States, including its territories and the District of Columbia;
- Your financial institution issued one or more payment cards that were identified as having been at risk as a result of the Home Depot Data Breach by (i) Visa, in an alert in the US-2014-1072-PA series; (ii) MasterCard, in an alert in the ADC3868-US-14 series, the ADC3869-US-14 series, or the ADC3871-US-14 series; (iii) Discover, in an alert in the DCA-US-2014-0635 series; or (iv) American Express in an alert similar to the foregoing Visa and MasterCard alerts; and
- Your financial institution has not settled directly with Home Depot or previously released its claims against Home Depot with respect to its alerted-on accounts, for example, by signing a release while participating in a settlement offered by Visa or MasterCard. However, if your financial institution is an independent Sponsored Entity, its claims against Home Depot were released by its sponsor in connection with MasterCard's ADC program, and it does not share a corporate affiliation with its sponsor, your financial institution is still a class member and may be entitled to benefits if you certify that your Financial Institution did not have sufficient time or information to appropriately consider the Alternative Recovery Offer from MasterCard when originally presented with it.

### 6. Are there exceptions to being included?

If your financial institution excludes itself from the settlement, it is no longer part of the settlement class and will no longer be eligible to receive any of the settlement benefits. This process of excluding your financial institution is also referred to as “opting out” of the settlement.

### 7. I am still not sure if I am included.

If you are still not sure whether your financial institution is included, you can ask for free help. You can call 1-844-412-4019 or visit [www.HomeDepotBankSettlement.com](http://www.HomeDepotBankSettlement.com) for more information. Or you can fill out and return one of the claim forms described in Question 10, to see if you qualify.

## THE SETTLEMENT BENEFITS

### 8. What does the settlement provide?

Home Depot will pay \$25,000,000 into a Settlement Fund to compensate class members who have not released all of their legal claims against Home Depot. In addition, Home Depot will pay up to \$2,250,000 to Sponsored Entities whose claims against Home Depot were released by their sponsor in connection with MasterCard's ADC program so long as the Sponsored Entities are independent, do not share a corporate affiliation with their sponsor, certify they did not have sufficient time or information to appropriately consider the Alternative Recovery Offer from MasterCard when originally presented with it, and submit valid claims.

Separate and apart from these amounts, Home Depot has agreed to take certain steps to improve its data security practices in the future; pay the cost of notifying the class and administering the settlement; and, subject to the Court's approval, to pay the reasonable fees and expenses of the lawyers who represent the class. Service awards of up to \$2,500 each to the class representatives will be paid from the Settlement Fund if the Court approves such awards.

### 9. How much will my financial institution's payment be?

If your financial institution is eligible to participate in the settlement and does not “opt out” of this settlement, it may be eligible for benefits under the settlement. If your financial institution issued alerted-on payment cards that are not the subject of a release, it may be eligible for a payment from the \$25 million Settlement Fund. If your financial institution is a Sponsored Entity whose claims were released by its sponsor in connection with MasterCard's ADC program, it may be eligible to receive a payment from Home Depot, which will pay up to an additional \$2,250,000 for this purpose, so long as it

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is independent, does not share a corporate affiliation with its sponsor, and certifies that it did not have sufficient time or information to appropriately consider the Alternative Recovery Offer when originally presented with it. These payments are described further below.

**A. Payments from the \$25 Million Settlement Fund**

**(1) Fixed Payment Awards.** All class members who file a valid claim are eligible to get a cash payment from the Settlement Fund estimated to be \$2.00 per each alerted-on payment card that is not subject to a release in favor of Home Depot. This cash payment, which is called a Fixed Payment Award, is in addition to any compensation that may already have been paid under Visa's GCAR program, MasterCard's ADC programs, or any other card brand reimbursement program. The estimated payment may be subject to a *pro rata* reduction if there is insufficient money in the Settlement Fund to pay all valid claims, although this possibility is not considered likely. The amount actually paid may increase if money remains in the Settlement Fund after payment of all Fixed Payment Awards, all Documented Damages Awards, and service awards to the class representatives approved by the Court. Your financial institution is not required to submit any documentation or evidence of your financial institution's losses to receive a Fixed Payment Award.

**(2) Documented Damages Awards.** In addition to receiving a Fixed Payment Award, all class members that file a valid claim and provide documentation are eligible to get a supplemental payment of up to 60 percent of their provable, unreimbursed losses, including the costs of reissuing compromised or alerted-on cards, paying fraudulent charges made on compromised cards, and any other expenses that can be tied to the data breach. (Not all alerted-on cards were compromised. A "compromised card" is a payment card that was used to make purchases at Home Depot during the period from April 10, 2014 to September 13, 2014 on a self-checkout kiosk where the malware that gave rise to the data breach was present. Only fraud losses incurred on compromised cards were caused by the data breach. Please contact the Settlement Administrator if you have any questions regarding whether any cards issued by your financial institution were compromised.) Subtracted from class members' provable losses will be any compensation received under Visa's GCAR program, MasterCard's ADC program, or any other card brand reimbursement program as well as the amount of the Fixed Payment Award paid under this settlement. These supplemental payments, which are called Documented Damages Awards, will be funded with the money remaining in the Settlement Fund after payment of all Fixed Payment Awards and all services awards to the class representatives approved by the Court. The amount to be paid will be subject to a *pro rata* reduction if there is not enough money remaining in the Settlement Fund to pay all Documented Damages Awards in full.

The proof you will need to collect and submit to receive a Documented Damages Award includes:

1. The expenses your financial institution incurred between September 1, 2014 and December 31, 2014 for reimbursement of fraud on its eligible accounts (but only to the extent your financial institution did not receive reimbursement for those expenses, for example, through card-not-present fraud chargebacks). The fraud losses that can be recovered in this settlement will also be reduced by any amounts your financial institution already received or will receive from payment card brand reimbursement programs.
2. Your financial institution's actual costs of reissuing payment cards for eligible accounts between September 1, 2014 and December 31, 2014 to the extent it has not already been reimbursed. Your financial institution's card reissuance costs that can be recovered in this settlement will be reduced by any amounts your financial institution received or will receive from a card brand reimbursement program.
3. The amount of any other costs your financial institution contends that it incurred on its eligible accounts in responding to the Home Depot Data Breach between September 1, 2014 and December 31, 2014.
4. The amounts of any payments your financial institution has received or will receive from a card reimbursement program related to the Home Depot Data Breach.

**B. Payments to Sponsored Entities**

Sponsored Entities are entities that received payments from Home Depot in connection with an Alternative Recovery Offer from MasterCard under MasterCard's ADC program and whose claims were released by a sponsoring entity that does not share a corporate affiliation with the Sponsored Entity whose claims were released. An independent Sponsored Entity that submits a valid claim is eligible to receive to a payment estimated to be \$2.00 for each alerted-on payment card that was so released by its sponsor. If the total amount of valid claims submitted by Sponsored Entities exceeds \$2,250,000, each valid claim shall be reduced on a *pro rata* basis so that the total of all claims is equal to \$2,250,000.

## HOW TO GET A PAYMENT-SUBMITTING A CLAIM FORM

### 10. How can my financial institution get payment?

To qualify for a payment, you must validly complete and submit a claim form. There are two types of claim forms in this settlement: (1) a Settlement Fund Claim Form and (2) Sponsored Entity Claim Form. Both are included with this Notice. You may also get these claim forms on the internet at [www.HomeDepotBankSettlement.com](http://www.HomeDepotBankSettlement.com).

All class members that wish to obtain compensation for payment cards that are not subject to a release given to Home Depot must complete and submit the Settlement Fund Claim Form. All class members with unreleased payment cards should properly complete and timely submit Part I of the Settlement Fund Claim Form, which will make your financial institution eligible to receive a Fixed Payment Award without providing proof of its losses. Class members who wish to be eligible to receive a Documented Damages Award must properly complete and timely submit Part I and Part II of the Settlement Fund Claim Form.

If your financial institution is a Sponsored Entity, you must properly complete and timely submit a Sponsored Entity Claim Form to obtain a payment from Home Depot.

To properly complete and timely submit a claim form, you should read the instructions carefully, include all information and documents required by the claim form, sign it, and either submit the signed claim form electronically through [www.HomeDepotBankSettlement.com](http://www.HomeDepotBankSettlement.com) by **September 14, 2017** or mail it to the Settlement Administrator postmarked no later than **September 14, 2017**.

Upon receipt of your claim, the Settlement Administrator will audit your financial institution's claim to determine the amount of your financial institution's payment.

### 11. When would my financial institution get its payment?

The Court will hold a hearing on **September 22, 2017** to decide whether to approve the settlement. If the Court approves the settlement, there may be appeals, which could take more than a year to resolve. Payments to class members will be made after the settlement is finally approved and any appeals or other required proceedings have been completed. You may visit [www.HomeDepotBankSettlement.com](http://www.HomeDepotBankSettlement.com) for updates on the progress of the settlement. Please be patient.

### 12. What is my financial institution giving up to get a payment or remain in the Class?

Unless your financial institution excludes itself from the settlement, your financial institution cannot sue Home Depot or be part of any other lawsuit against Home Depot about the issues this settlement resolves. Unless your financial institution excludes itself, all of the decisions by the Court will bind it. The specific claims your financial institution is giving up against Home Depot are described in the settlement agreement. The terms of the release are described in Section IX of the settlement agreement. Read it carefully. The settlement agreement is available at [www.HomeDepotBankSettlement.com](http://www.HomeDepotBankSettlement.com).

If your financial institution has any questions, you can talk to the law firms listed in Question 16 for free, or you can, of course, talk to your own lawyer if you have questions about what this means.

If your financial institution wants to keep its rights to sue or continue to sue Home Depot based on claims this settlement resolves, your financial institution must take steps to exclude itself from the settlement class (*see* Questions 13-15).

## EXCLUDING YOUR FINANCIAL INSTITUTION FROM THE SETTLEMENT

### 13. How can my financial institution opt out of the settlement?

To exclude your financial institution from the settlement, or "opt out," you must send a letter by U.S. Mail that includes:

- The name of this proceeding (*In re: The Home Depot, Inc. Customer Data Security Breach Litigation*);
- Your financial institution's full name, address, and phone number;
- The words "Request for Exclusion" at the top of the document or a statement in the body of the letter requesting exclusion from the Class; and
- A signature of a person authorized to make such decisions for your financial institution

Questions? Call 1-844-412-4019 toll free, or visit [www.HomeDepotBankSettlement.com](http://www.HomeDepotBankSettlement.com)

Financial institutions that seek exclusion from the settlement through a letter are also asked to provide:

- The number of eligible accounts that the financial institution issued.

You must mail the above-described Request for Exclusion letter, postmarked no later than **July 12, 2017**, to:

Home Depot Data Breach Settlement  
Attn: Exclusions  
1801 Market Street, Suite 660  
Philadelphia, PA 19103

If you ask to be excluded, your financial institution will not get any payment as part of this settlement, and you cannot object to this settlement. You will not be legally bound by anything that happens in these lawsuits. Your financial institution may be able to sue (or continue to sue) Home Depot in the future. If you object to the settlement and seek to exclude your institution, you will be deemed to have excluded your financial institution.

**14. If my financial institution does not exclude itself, can it sue Home Depot for the same thing later?**

No. Unless you exclude your financial institution from the settlement, your financial institution gives up any right to sue Home Depot for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. Your financial institution must exclude yourself from this Class to continue its own lawsuit. Remember, the exclusion deadline is **July 12, 2017**.

**15. If my financial institution excludes itself, can it get money from this settlement?**

No. If you exclude your financial institution, do not send in a claim form asking for a payment.

**THE LAWYERS AND FINANCIAL INSTITUTIONS REPRESENTING YOU**

**16. Does my financial institution have a lawyer in the case?**

Yes. The Court appointed to represent your financial institution and other members of the settlement class the following law firms: Doffermeyre, Shields, Canfield & Knowles, LLC in Atlanta, Georgia; Carlson, Lynch, Sweet, & Kilpela, LLP, in Pittsburgh, Pennsylvania; Scott+Scott, Attorneys at Law, LLP, in New York, New York; and Hausfeld, LLC-DC in Washington, D.C. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**17. How will the lawyers and financial institutions be paid?**

Home Depot has agreed to pay reasonable fees to the lawyers who have prosecuted the lawsuits and to reimburse them for their expenses in amounts to be determined by the Court, subject to Home Depot's right to appeal those awards. You will not be asked to pay any of the lawyers' fees or expenses. The amounts paid by Home Depot will not affect the benefits you are eligible for under the settlement.

In early 2015, the Court appointed a legal team to represent the Plaintiffs comprised of 17 law firms from around the country. None of the lawyers has yet received any payment for their time or expenses. During the course of the lawsuit, the lawyers have reported to the Court on a quarterly basis the number of hours they have expended on the case, the value of their time calculated at certain hourly rates, and the amount of their expenses. Through December 31, 2016, the lawyers reported they collectively spent time having a value exceeding \$11 million and had expenses of more than \$700,000. The lawyers intend to ask the Court to approve an award of up to \$18 million in attorneys' fees to compensate them for their time and the financial risk that they undertook when they agreed to represent the Plaintiffs on a contingent basis, which means that they would receive a fee only if the lawsuit was successful. In addition, the lawyers intend to ask the Court to reimburse them for all of the expenses they have incurred.

The settlement class is represented by 50 financial institutions from 44 states. In addition to the benefits they will receive as members of the settlement class and subject to the approval of the Court, Home Depot has agreed to pay service awards of up to \$2,500 to each class representative for the efforts that they have expended on behalf of the settlement class. The amount of the service awards approved by the Court will be paid from the Settlement Fund.

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The Court will determine whether to approve the amount of fees and expenses requested by Settlement Class Counsel and the proposed service awards to the class representatives at the Final Approval Hearing scheduled for **September 22, 2017**. Settlement Class Counsel will file an application for fees, expenses, and service awards 30 days before the fairness hearing. The application will be available on the settlement website ([www.HomeDepotBankSettlement.com](http://www.HomeDepotBankSettlement.com)) or you can request a copy by contacting the Settlement Administrator (*see* Question 23).

## OBJECTING TO THE SETTLEMENT

### 18. How does my financial institution tell the Court that it does not like the settlement?

If your financial institution is a settlement class member, you can object to the settlement if you do not think it is fair, reasonable, or adequate. You can give reasons why you think the Court should not approve it. The Court will consider your views. If you object to the settlement and seek to exclude your institution, your financial institution will be deemed to have excluded itself.

To object, you must do so in writing and serve the objection on the Court, Settlement Class Counsel and the lawyers for Home Depot at the addresses set forth below: Your objection shall not exceed -twenty five (25) pages and must include:

- The name of this proceeding (*In re: The Home Depot, Inc. Customer Data Security Breach Litigation*);
- Your financial institution’s full name, address, and phone number;
- A written statement of your objections, as well as the specific reason for each objection, including any legal or factual support you wish to bring to the Court’s attention;
- Any evidence or other information you wish to introduce in support of your objections;
- A statement of whether you or your counsel intends to appear and argue at the Final Approval Hearing (*see* Question 20); and
- Evidence or other information showing your financial institution is a member of the Settlement Class.
- All other information specified in the Preliminary Approval Order (available on the settlement website, [www.HomeDepotBankSettlement.com](http://www.HomeDepotBankSettlement.com)).

If you hire a lawyer to represent you in preparing a written objection or appearing at the Final Approval Hearing, your counsel must provide additional information as specified in the Preliminary Approval Order.

Mail the Objection to these three different places, postmarked no later than **July 12, 2017**:

| Court   | Settlement Class Counsel  | Defense Counsel  |
|---|---|--|
| Clerk of the Court<br>USDC, Northern District of Georgia<br>Richard B. Russell Federal Building<br>2211 United States Courthouse<br>75 Ted Turner Drive, SW<br>Atlanta, GA 30303-3309 | Kenneth S. Canfield<br>DOFFERMYRE SHIELDS<br>CANFIELD & KNOWLES, LLC<br>1355 Peachtree St., NE, Suite 1900<br>Atlanta, Georgia 30309<br><br>Gary F. Lynch<br>CARLSON LYNCH SWEET<br>& KILPELA, LLP<br>PNC Park, Suite 210<br>115 Federal Street<br>Pittsburgh, Pennsylvania 15212<br><br>Joseph P. Guglielmo<br>SCOTT+SCOTT, ATTORNEYS AT<br>LAW, LLP<br>The Helmsley Building<br>230 Park Avenue, 17th Floor<br>New York, NY 10169<br><br>James J. Pizzirusso<br>HAUSFELD, LLP – DC<br>1700 K. Street, NW, Suite 650<br>Washington, DC 20006 | Cari K. Dawson<br>Kristine McAlister Brown<br>ALSTON & BIRD LLP<br>1280 West Peachtree Street, NE<br>Atlanta, Georgia 30309-3424 |

#### 19. What is the difference between objecting and excluding/opting out?

Objecting is simply telling the Court that your financial institution does not like something about the settlement. You can object to the benefits provided by the settlement or other terms of the settlement only if your financial institution stays in the settlement class. Excluding your financial institution or “opting out” is telling the Court that you do not want to be included in the settlement. If your financial institution excludes itself, your financial institution has no basis to object to the settlement and related releases because the settlement no longer affects your financial institution.

### THE COURT’S FINAL APPROVAL HEARING

#### 20. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing at **11:00 a.m.** on **September 22, 2017**, in Courtroom 2108 before Judge Thomas W. Thrash, Jr. of the United States District Court for the Northern District of Georgia, located at 2211 Richard B. Russell Federal Building and United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, GA 30303-3309. This hearing date and time may be moved. Please refer to the settlement website ([www.HomeDepotBankSettlement.com](http://www.HomeDepotBankSettlement.com)) for notice of any changes.

At the Final Approval Hearing, the Court will consider whether the settlement is fair, reasonable, and adequate; how much Settlement Class Counsel will receive as fees and expenses; and whether to approve service awards to the class representatives. If there are objections, the Court will consider them. The Court will listen to people at the hearing who file in advance a timely notice of their intention to appear (*see* Question 18). At or after the Final Approval Hearing, the Court will decide whether to approve the settlement. There is no deadline by which the Court must make its decision.

#### 21. Does my financial institution have to attend the hearing?

No. Settlement Class Counsel will answer questions the Court may have. You are welcome, however, to come at your own expense. If you submit a written objection, you do not have to come to the Court to talk about it. As long as you submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

### IF YOU DO NOTHING

#### 22. What happens if my financial institution does nothing at all?

If your financial institution is a settlement class member and does nothing, it will remain a part of the settlement class but will not get any payments from the settlement. And, unless your financial institution excludes itself, it will not be able to sue Home Depot about the claims being resolved through this settlement ever again.

### GETTING MORE INFORMATION

#### 23. How do I get more information?

This notice summarizes the settlement. More details are in the settlement agreement itself. You can get a copy of the settlement agreement at [www.HomeDepotBankSettlement.com](http://www.HomeDepotBankSettlement.com) or from the Settlement Administrator by calling toll-free 1-844-412-4019 or writing to Home Depot Data Breach Settlement, c/o Settlement Administrator, 1801 Market Street, Suite 660, Philadelphia, PA 19103. The status of the settlement, any appeals, any claims made, and the date of payments will be posted on the settlement website.

*Please do not contact the Court with questions about the settlement.*