

Schedule B

NOTICE TO CLASS MEMBERS – AUTHORIZED CLASS ACTION AND PROPOSED SETTLEMENT AGREEMENT ZUCKERMAN V. TARGET CORPORATION 500-06-000686-143

PROCEEDINGS

On January 18, 2017, the Honourable Justice Hamilton of the Superior Court of Quebec authorized a class action brought by the Plaintiff on behalf of all Quebec residents whose payment card data and/or personal information was lost by and/or stolen from the Defendant Target Corporation (USA) as a result of a breach of its computer network by unknown hackers. A Settlement Agreement was reached between the parties, subject to the approval of the Superior Court of Quebec.

PROPOSED SETTLEMENT AGREEMENT

The settlement provides that Target Corporation, without admission of liability, will pay an amount not exceeding \$345,000 which will be used to pay an amount of up to \$5,000 to each Class Member who provides documentary evidence of their losses and up to \$50 to each Class Member without such evidence.

Target Corporation will separately pay: 1) the fees of the Claims Administrator; 2) the cost related to the notice program; 3) the Plaintiff's lawyers' fees in the amount of \$150,000 plus taxes, and; 4) the Plaintiff's claim in the amount of \$4,999.99.

A copy of the settlement agreement and other related documentation is available online at www.targetdatabreachsettlementquebec.ca and www.lexgroup.ca.

AM I A CLASS MEMBER?

You are a Class Member if you are a resident of Quebec who either:

- (1) provided personal information to Target in the United States before December 15, 2013; and/or
- (2) shopped at a Target store located in the United States between November 27, 2013 and December 15, 2013 and used a credit or debit card. **Target stores located in Canada were not affected.**

WHAT ARE MY OPTIONS?

If you are a Class Member, you have the following three (3) options:

1. Stay in the Class and make a valid claim before July 23, 2018 in order to obtain compensation for your losses up to \$5,000 if you provide documentary evidence of your losses or up to \$50 if you do not have such evidence; or
2. Stay in the Class and object to the settlement if you disagree with the settlement agreement. To object the settlement agreement, you must deliver a written submission by May 1, 2018; or
3. Opt out of the Class by sending a letter to exclude yourself no later than May 1, 2018. You may not submit a claim form or object to the settlement if you opt-out of the Class, but you may pursue your rights against Target directly.

Explanations, deadlines and details regarding the process of objecting or opting-out of the settlement are set out in the Settlement Agreement.

SETTLEMENT AGREEMENT APPROVAL HEARING

A hearing during which the Court will be called upon to approve the Settlement Agreement has been set for May 23, 2018 at the Montréal Courthouse, 1 Notre-Dame Street East, Montreal, Quebec, H2Y 1B6, in room 15.08 at 10:00 AM.

At this hearing, the Court will hear any objection(s) raised by Class Members with respect to the proposed Settlement Agreement, in accordance with the deadlines and procedure set forth in the Settlement Agreement. Class Members who do not oppose the proposed settlement are not required to attend this hearing or to take any action to indicate that they intend to be bound by it.

If you are a Class Member and do not object to the Settlement, you do NOT have to do anything and you do NOT have to attend the Settlement Approval Hearing.

HOW DO I MAKE A CLAIM?

To make a claim, you must, no later than July 23, 2018:

- Complete a claim form online at www.targetdatabreachsettlementquebec.ca; or
- Obtain a claim form in paper format from the Claims Administrator or Class Counsel, complete it and send it by email or by mail to the Claims Administrator.

HOW DO I OBTAIN MORE INFORMATION?

For more information, please contact :

Claims Administrator Quebec Target Data Breach Settlement P.O. Box 1044, Station Desjardins Montréal, QC H5B 1C2 1-866-306-9920	Class Counsel Lex Group Inc. 4101 Sherbrooke Street West Montréal, QC H3Z 1A7 514-451-5500 / info@lexgroup.ca
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Please note that in case of any discrepancy between the terms of this Notice and the Settlement Agreement, the terms of the Settlement Agreement shall prevail. Any term not defined in this Notice shall have the meaning ascribed in the Settlement Agreement.

The publication of this notice has been authorized by the Superior Court of Quebec.