

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

ANDE KYLES and DIANE TAYLOR, on  
behalf of themselves all others similarly  
situated,

Plaintiffs,

v.

STEIN MART, INC., a Florida corporation

and

SOCIAL ANNEX, INC. (d/b/a, ANNEX  
CLOUD), a Delaware corporation

Defendant.

CASE NO. 1:19-cv-00483-CFC

**DECLARATION OF SCOTT FENWICK  
OF HEFFLER CLAIMS GROUP IN  
SUPPORT OF FINAL APPROVAL OF  
THE CLASS ACTION SETTLEMENT**

I, Scott M. Fenwick, declare as follows:

1. I am the Chief of Operations for Heffler Claims Group (“Heffler”) in Philadelphia, Pennsylvania. I am over twenty-one years of age and am authorized to make this declaration on behalf of Heffler and myself. The following statements are based on my personal knowledge and information provided by other experienced Heffler employees working under my supervision. This declaration is being filed in support of final approval of the class action settlement in this matter.

2. Heffler has extensive experience in class action matters, having provided services in class action settlements involving antitrust, securities fraud,

employment and labor, consumer, and government enforcement matters. Heffler has provided notification and/or claims administration services in more than 2,500 cases.

3. Heffler was appointed as the Claims Administrator to provide notification and claims administration services in the *Kyles et al v. Stein Mart et al*, Case No. 1:19-cv-00483-CFC, referred to herein as the “Settlement.” Heffler’s duties in this Settlement have and will include: (a) preparing and sending notice of the proposed settlement reflected in the Settlement Agreement pursuant to the Class Action Fairness Act 28 U.S.C. §1715(b) (“the CAFA Notice”); (b) receiving and analyzing the Class Member data (“the Class List”) from defense counsel; (c) establishing a post office box for the receipt of general mail and correspondence; (d) creating a website with online claim filing capabilities; (e) establishing a toll-free number with an Interactive Voice Response (IVR) system and live operators; (f) preparing and sending Notice; (g) receiving and processing opt-outs and objections; (h) receiving and processing claim forms; and (i) such other tasks as counsel for the Parties or the Court orders Heffler to perform.

4. On behalf of the Defendants Stein Mart, Inc. (“Stein Mart”) and Social Annex, Inc. (d/b/a Annex Cloud) (“Annex”) (collectively, “Defendants”), Heffler provided CAFA Notice to class members. At Defense Counsel’s direction, Heffler sent the CAFA Notice, attached hereto as **Exhibit A**, and an accompanying CD containing the documents required under 28 U.S.C. §1715(b)(1)-(8) to the Attorney

General of the United States and 56 state/territory Attorneys General identified in the Manifest for the CAFA Notice via First-Class Certified Mail, on March 26, 2020.

5. On April 8, 2020 Heffler received from Defendants a data file containing 109,059 records for Class Members. The data file's key components were first name, last name, billing address, billing city, billing state, billing zip code, billing country, email address, and Order Number. Heffler performed an analysis of the data and determined that all records provided were unique. Of the 109,059 records, 108,916 records had an email, and 143 records had a physical address only.

6. On April 3, 2020, Heffler obtained a post office box with the mailing address *Kyles v SteinMart Settlement*, P.O. Box 34657, Philadelphia, PA 19101-4657, in order to receive requests for claim forms and correspondence from Class Members.

7. In March 2020, Heffler created and is currently hosting a dedicated website entitled [www.kylessecurityincidentsettlement.com](http://www.kylessecurityincidentsettlement.com). The website went live on April 24, 2020. The website contains a summary of the Settlement, frequently asked questions, the Settlement Agreement, the Complaint, the Motion for Preliminary Approval, the Preliminary Approval Order, the Long Form Notice, the Long Form Notice Spanish translation, Claim Form, information on the claim filing/exclusion/objection deadlines and allows Class Members the opportunity to file a claim form online.

8. On March 30, 2020, Heffler established and is still maintaining a toll-free number, 1-844-484-0406, for Class Members to call and obtain additional information regarding the Settlement using both Live Operators and an IVR system. As of June 1, 2020, 297 Class Members have called the IVR, and 113 Class Members have called to speak to Live Operators.

9. On or about March 30, 2020, Heffler received Word versions of the Long Form Notice, Short Notice (postcard notice for mail transmission), Email Notice, and Claim Form from counsel. Heffler prepared and formatted drafts of the materials that counsel reviewed and approved. True and correct copies of the Long Form Notice, Short Notice and Claim Form are attached hereto as **Exhibit B**.

10. On April 24, 2020, following the removal of 16 duplicate email addresses Heffler caused the emailing of the email Notices to 108,900 Class Members with an email in the Class List. Of the 108,900 emails attempted for delivery, 21,629 emails bounced. Of the 21,645 duplicate and bounced records, all had a physical address.

11. In order to provide the best notice practicable, Heffler ran the data through the United States Postal Services' ("USPS") National Change of Address ("NCOA") database and updated the data with the changes received from NCOA. On May 8, 2020, Heffler caused the mailing of postcard Notices to the 21,788 Class

Members. The 21,788 consisted of the 143 records with a physical address only and the 21,645 email duplicates/bounces with a physical address.

12. As of June 24, 2020, Heffler has received 41 Notices returned by the USPS with a forwarding address. Heffler has re-mailed 41 of the forwarded Notices to the updated addresses provided by the USPS and will continue to re-mail Notices as they are received.

13. As of June 24, 2020, Heffler has received 539 Notices returned by the USPS without a forwarding address. Heffler has updated the records in the database to identify these as undeliverable. As of June 25, 2020, Heffler has skip-traced 471 Notices and re-mailed 315 to the updated addresses received.

14. The Notice Plan agreed upon by the parties and executed by Heffler was designed to, and did in fact, reach the greatest practicable number of members of the Settlement Class and complied with the best practicable notice standards required under the applicable rules.

15. As of June 24, 2020, Heffler has received and processed three (3) requests for exclusion from the Settlement. The names of the individual who requested exclusion from the Settlement are attached hereto as **Exhibit C**.

16. As of June 24, 2020, Heffler has not received any objections to the Settlement.

17. As of June 24, 2020, Heffler has received 48 claim forms received through the mail and 387 claims filed electronically through the Settlement Website. Heffler is still in the process of reviewing and validating claims. To prevent claims from individuals outside the Class and to prevent fraud, Class Members were provided a unique Class Member ID on their respective Notices. The Class Member ID is required for Class Members to file a claim online.

18. Upon review of the claim forms, Heffler will be sending deficiency notices to claimants whose claims were initially deficient. Pursuant to Section 2.4.2 of the Settlement Agreement, any claimant who is sent a deficiency notice will have 30 days from receipt thereof to cure any deficiencies.

19. As of June 24, 2020, Heffler has sent invoices totaling \$24,197.76 covering fees and costs associated with administering the Settlement.

I declare under penalty of perjury under the laws of the United States that the above is true and correct to the best of my knowledge and that this declaration was executed on June 25, 2020 in Woodbury, Minnesota.

A handwritten signature in cursive script, reading "Scott M. Fenwick", written over a horizontal line.

SCOTT M. FENWICK

# EXHIBIT A



March 26, 2020

**VIA FIRST CLASS CERTIFIED MAIL**

To: All “Appropriate” Federal and State Officials Per 28 U.S.C. § 1715  
(see attached distribution list)

Re: CAFA Notice for the Proposed Settlement in *Ande Kyles and Diane Taylor, et al. v. Stein Mart, Inc and Social Annex, Inc.* Case No. 1:19-cv-00483-UNA in the United States District Court for the District of Delaware

Ladies and Gentlemen:

Pursuant to Section 3 of the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715, Defendants Stein Mart, Inc. and Social Annex, Inc. (“Defendants” or “Stein Mart” and “Social Annex”) hereby notify you of the proposed settlement of the above-captioned action (the “Action”) currently pending in the United States District Court for the District of Delaware (the “Court”).

28 U.S.C. § 1715(b) lists eight items that must be provided to you in connection with any proposed class action settlement. Each of these items is addressed below:

1. 28 U.S.C. § 1715 (b)(1) - a copy of the complaint and any materials filed with the complaint and any amended complaints.  
Plaintiffs’ Complaint is provided in electronic form on the enclosed CD as Exhibit A.
2. 28 U.S.C. § 1715 (b)(2) - notice of any scheduled judicial hearing in the class action.  
On March 19, 2020, Plaintiff filed a motion for preliminary approval of the class action settlement. The motion was approved on March 25, 2020. A Final Approval Hearing date is set for July 16, 2020. A copy of the Plaintiffs’ Proposed Preliminary Approval Order and Approved Motion for Preliminary Approval are provided in electronic form on the enclosed CD as Exhibit B and Exhibit B1, respectively.
3. 28 U.S.C. § 1715(b)(3) - any proposed or final notification to Class Members.  
A copy of the Proposed Long Form Notice, Postcard Notice and Email Notice of Settlement that will be provided to Class Members by first-class mail and/or email and that will be available on the website created for the administration of this matter are provided in electronic form on the enclosed CD as Exhibit C, Exhibit C1, and Exhibit C2, respectively. The Notices describe among other things, claim submission and the Class Members’ rights to object or exclude themselves from the Class.



4. 28 U.S.C. § 1715(b)(4) - any proposed or final class action settlement.  
The Proposed Settlement Agreement is provided in electronic form on the enclosed CD as Exhibit D.
5. 28 U.S.C. § 1715(b)(5) - any settlement or other agreement contemporaneously made between class counsel and counsel for defendants.  
There are no other settlements or other agreements between Class Counsel and counsel for Defendants beyond what is set forth in the Agreement.
6. 28 U.S.C. § 1715(b)(6) - any final judgment or notice of dismissal.  
The Court has not yet entered a final judgment or notice of dismissal. Accordingly, no such document is presently available.
7. 28 U.S.C. § 1715(b)(7) – (A) If feasible, the names of class members who reside in each State and the estimated proportionate share of the claims of such members to the entire settlement to that State’s appropriate State official; or (B) if the provision of the information under subparagraph (A) is not feasible, a reasonable estimate of the number of class members residing in each State and the estimated proportionate share of the claims of such members to the entire settlement.  
The definition of the class in the proposed Settlement Agreement means all persons who were notified by Stein Mart that they made purchases on Stein Mart’s online store using their credit, debit, or other payment card on certain dates between December 28, 2017 and July 9, 2018. It is estimated that there are approximately 108,973 individuals in the class. A breakdown by state is provided on the enclosed CD as Exhibit E.
8. 28 U.S.C. § 1715(b)(8) - any written judicial opinion relating to the materials described in 28 U.S.C. § 1715(b) subparagraphs (3) through (6).  
There has been no written judicial opinion. Accordingly, no such document is presently available.

If you have any questions about this notice, the Action, or the enclosed materials, please contact the undersigned listed below.

Sincerely,

A handwritten signature in black ink, appearing to read 'Scott M. Fenwick', is written over a horizontal line.

Scott M. Fenwick (Chief of Operations)

Claims Administrator

Enclosures



**SERVICE LIST FOR CAFA NOTICE**

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Madison, WI 53707-7857**

**Wyoming Attorney General  
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Cheyenne, WY 82002**

# EXHIBIT B

UNITED STATES DISTRICT COURT DISTRICT OF DELAWARE

## **If you made purchases from Stein Mart, Inc.’s online store using a credit, debit, or other payment card, you may be eligible for a payment from a class action settlement.**

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

- A Settlement has been reached with Stein Mart, Inc. (“Stein Mart”) and Social Annex, Inc. (d/b/a Annex Cloud) (“Annex”)<sup>1</sup> in a class action lawsuit about a data security incident that occurred between December 28, 2017 and July 9, 2018.
- From on or about December 28, 2017 and July 9, 2018, Stein Mart and Annex were the victims of a cyber-attack in which criminals accessed its computer systems (the “Security Incident”). The Security Incident potentially resulted in unauthorized access to customer payment card data and other personally identifying information. Subsequently, this lawsuit was filed asserting claims against Stein Mart and Annex relating to the Security Incident.
- The Settlement includes all persons who were notified by Stein Mart that they made purchases on Stein Mart’s online store using their credit, debit, or other payment card on certain dates between December 28, 2017 and July 9, 2018.
- The Settlement provides payments to people who submit valid claims for out-of-pocket expenses and charges that were incurred and plausibly arose from the Security Incident, and for other documented extraordinary unreimbursed monetary losses.

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

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>Submit a Claim</b>	The only way to get a payment.
<b>Ask to be Excluded</b>	Get no payment. The only option that allows you to sue Stein Mart and/or Annex over the claims resolved by this Settlement.
<b>Object</b>	Write to the Court about why you do not like the Settlement.
<b>Do Nothing</b>	Get no payment. Give up rights.

- These rights and options – **and the deadlines to exercise them** – are explained in this Notice.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. Payments will only be made after the Court grants final approval of the Settlement and after any appeals are resolved.

<sup>1</sup> Annex is a third-party vendor that offers a service to online merchants/retailers (including Stein Mart) that enables consumers to log onto their websites using their accounts with separate websites (such as Facebook and Amazon) to make online purchases.

**Questions? Call 1-844-484-0406 or visit [www.KylesSecurityIncidentSettlement.com](http://www.KylesSecurityIncidentSettlement.com)**

**WHAT THIS NOTICE CONTAINS**

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2. What is this lawsuit about?
3. Why is this lawsuit a class action?
4. Why is there a Settlement?

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10. How do I get benefits?
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**REMAINING IN THE SETTLEMENT ..... Page 5**

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16. How do I exclude myself from the Settlement?

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17. Do I have a lawyer in this case?
18. How will the lawyers be paid?

**OBJECTING TO THE SETTLEMENT..... Page 7**

19. How do I tell the Court that I do not like the Settlement?
20. What is the difference between objecting and asking to be excluded?

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21. When and where will the Court decide whether to approve the Settlement?
22. Do I have to attend the hearing?
23. May I speak at the hearing?

**IF YOU DO NOTHING ..... Page 8**

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**GETTING MORE INFORMATION ..... Page 8**

25. How do I get more information?

**Questions? Call 1-844-484-0406 or visit [www.KylesSecurityIncidentSettlement.com](http://www.KylesSecurityIncidentSettlement.com)**

## BASIC INFORMATION

### 1. Why was this Notice issued?

The Court authorized this Notice because you have a right to know about the proposed Settlement in this class action lawsuit and about all of your options before the Court decides whether to give “final approval” to the Settlement. This Notice explains the legal rights and options that you may exercise before the Court decides whether to approve the Settlement.

The Honorable Colm F. Connolly of the United States District Court for the District of Delaware is overseeing this case. The case is known as *Kyles et al v. Stein Mart, Inc. et al.*, Case No. 1:19-cv-00483-CFC. The persons who sued are called the Plaintiffs. Stein Mart and Annex are each individually called the Defendant, and collectively called the Defendants.

### 2. What is this lawsuit about?

The lawsuit claims that Stein Mart and/or Annex was responsible for the Security Incident that occurred, and asserts claims such as: negligence, negligence per se, breach of implied contract, unjust enrichment and violation of the Missouri and South Carolina consumer protection statutes. The lawsuit seeks compensation for people who had losses as a result of the Security Incident.

Stein Mart and Annex deny all of the Plaintiffs’ claims and say they did not do anything wrong.

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

In a class action, one or more people called “Representative Plaintiffs” sue on behalf of all people who have similar claims. All of these people together are the “Class” or “Class Members.” In this case, the Representative Plaintiffs are Ande Kyles and Diane Taylor. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

### 4. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit Valid Claims will get compensation. The Representative Plaintiffs and their attorneys believe the Settlement is fair, reasonable, and adequate and, thus, best for the Class and its members. The Settlement does not mean that Stein Mart and/or Annex did anything wrong.

## WHO IS IN THE SETTLEMENT?

### 5. How do I know if I am included in the Settlement?

You are included in the Settlement Class if you reside in the United States and were notified by Stein Mart that you made purchases on Stein Mart’s online store using your credit, debit, or other payment card on certain dates between December 28, 2017 and July 9, 2018.

Specifically excluded from the Settlement Class are: (i) Stein Mart and its officers and directors; (ii) Annex and its officers and directors; (iii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iv) the Judge assigned to evaluate the fairness of this Settlement; and (v) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity occurrence of the Security Incident or who pleads *nolo contendere* (a no-contest plea, while not technically a guilty plea, has the same immediate effect as a guilty plea and is often offered as part of a plea bargain) to any such charge.

**Questions? Call 1-844-484-0406 or visit [www.KylesSecurityIncidentSettlement.com](http://www.KylesSecurityIncidentSettlement.com)**

## 6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call 1-844-484-0406 with questions or visit [www.KylesSecurityIncidentSettlement.com](http://www.KylesSecurityIncidentSettlement.com). You may also write with questions to Kyles v Stein Mart Settlement, c/o Claims Administrator, PO Box 34657, Philadelphia, PA 19101-4657. Please do not contact the Court with questions.

## THE SETTLEMENT BENEFITS

### 7. What does the Settlement provide?

The Settlement will provide payments to people who submit Valid Claims.

There are two types of payments that are available: (1) Expense Reimbursement (Question 8) and (2) Other Extraordinary Expense Reimbursement (Question 9). You may submit a Claim for either or both types of payments. In order to claim each type of payment, you must provide related documentation with the Claim Form.

### 8. What payments are available for Expense Reimbursement?

Class Members are eligible to receive reimbursement of up to \$220 (in total) for the following categories of out-of-pocket expenses resulting from the Security Incident:

- unreimbursed bank fees;
- unreimbursed card reissuance fees;
- unreimbursed overdraft fees;
- unreimbursed charges related to unavailability of funds;
- unreimbursed late fees;
- unreimbursed over-limit fees;
- long distance telephone charges;
- cell minutes (if charged by minute);
- internet usage charges and text messages;
- unreimbursed charges from banks or credit card companies;
- postage;
- interest on payday loans due to card cancelation or due to over-limit situation;
- costs of credit report(s);
- costs of credit monitoring and identity theft protection; and
- reimbursement of up to three hours of documented lost time (at \$15 per hour) spent dealing with replacement card issues or in reversing fraudulent charges (only if at least one full hour was spent).

### 9. What payments are available for Extraordinary Expense Reimbursement?

Class Members who had other extraordinary unreimbursed monetary losses because of information compromised as part of the Security Incident are eligible to make a Claim for reimbursement of up to \$4,000. As part of the Claim, the Class Member must show that: (1) it is an actual, documented, and unreimbursed monetary loss; (2) the loss was more likely than not caused by the Security Incident; (3) the loss occurred during the time period from December 28, 2017 and July 23, 2020; (4) the loss is not already

**Questions? Call 1-844-484-0406 or visit [www.KylesSecurityIncidentSettlement.com](http://www.KylesSecurityIncidentSettlement.com)**

covered by one or more of the categories in Question 8; and (5) a reasonable effort was made to avoid or seek reimbursement for the loss (including exhaustion of all available credit monitoring insurance and identity theft insurance).

More details are provided in the Settlement Agreement, which is available at [www.KylesSecurityIncidentSettlement.com](http://www.KylesSecurityIncidentSettlement.com).

## HOW TO GET BENEFITS

### 10. How do I get benefits?

To ask for a payment, you must complete and submit a Claim Form. Claim Forms are available at [www.KylesSecurityIncidentSettlement.com](http://www.KylesSecurityIncidentSettlement.com), or you may request one by mail by calling 1-844-484-0406. Read the instructions carefully, fill out the Claim Form, and submit it online or mail it postmarked no later than **July 23, 2020** to:

Kyles v Stein Mart Settlement  
c/o Claims Administrator  
PO Box 34657  
Philadelphia, PA 19101-4657

### 11. How will claims be decided?

The Claims Administrator will initially decide whether the information provided on a Claim Form is complete and valid. The Claims Administrator may require additional information from any claimant. If the required information is not provided timely, the claim will be considered invalid and will not be paid.

If the Claim is complete and the Claims Administrator denies the Claim entirely or partially, the claimant will be provided an opportunity to have their Claim reviewed by an impartial Claim Referee who has been appointed by the Court.

## REMAINING IN THE SETTLEMENT

### 12. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the Settlement, but if you want a payment you must submit a Claim Form postmarked by **July 23, 2020**.

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

If the Settlement becomes final, you will give up your right to sue Stein Mart and/or Annex for the claims being resolved by this Settlement. The specific claims you are giving up against Stein Mart and/or Annex are described in Section 1.20 of the Settlement Agreement. You will be “releasing” Stein Mart and/or Annex and all related people or entities as described in Section 6 of the Settlement Agreement. The Settlement Agreement is available at [www.KylesSecurityIncidentSettlement.com](http://www.KylesSecurityIncidentSettlement.com).

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the law firms listed in Question 17 for free or you can, of course, talk to your own lawyer at your own expense if you have questions about what this means.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement, but you want to keep the right to sue Stein Mart and/or Annex about issues in this case, then you must take steps to get out of the Settlement Class. This is called excluding yourself from—or is sometimes referred to as “opting out” of—the Settlement Class.

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

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

### 15. If I do not exclude myself, can I sue Stein Mart and/or Annex for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Stein Mart and/or Annex for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form to ask for a payment.

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

To exclude yourself, send a letter that says you want to be excluded from the Settlement in *Kyles et al v. Stein Mart, Inc. et al.*, Case No. 1:19-cv-00483-CFC. Include your name, address, and signature. You must mail your Exclusion Request postmarked by **July 23, 2020**, to:

Stein Mart Settlement Exclusions  
c/o Claims Administrator  
PO Box 34657  
Philadelphia, PA 19101-4657

## THE LAWYERS REPRESENTING YOU

### 17. Do I have a lawyer in this case?

Yes. The Court appointed the following lawyers as “Class Counsel”: Benjamin F. Johns of Chimicles Schwartz Kriner & Donaldson-Smith LLP, 361 W. Lancaster Avenue, Haverford, Pennsylvania 19041, and Cornelius P. Dukelow of Abington Cole + Ellery, 320 South Boston Avenue, Suite 1130, Tulsa, Oklahoma 74103. 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.

### 18. How will the lawyers be paid?

Class Counsel will request the Court’s approval of an award for attorneys’ fees and reasonable costs and expenses of \$300,000. Class Counsel will also request approval of an incentive award of \$2,500 for each of the Representative Plaintiffs. Any amount that the Court awards for attorneys’ fees, costs, expenses, and an incentive award will be paid separately by Stein Mart and/or Annex, and will not reduce the amount of payments to Class Members who submit Valid Claims.

## OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

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

You can object to the Settlement if you do not like it or some part of it. The Court will consider your views. To do so, you must file a written objection in this case, *Kyles et al v. Stein Mart, Inc. et al.*, Case No. 1:19-cv-00483-CFC, with the Clerk of the Court at the address below.

Your objection must include all of the following: (i) your full name, address, telephone number, and e-mail address (if any); (ii) information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for your objection, accompanied by any legal support for the objection you believe is applicable; (iv) the identity of any and all counsel representing you in connection with the objection; (v) a statement whether you and/or your counsel will appear at the Final Fairness Hearing; (vi) your signature and the signature of your duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and (vii) a list, by case name, court, and docket number, of all other cases in which you and/or your counsel have filed an objection to any proposed class action settlement within the last three (3) years.

To be timely, your objection must be **postmarked** to the Clerk of the Court for the United States District Court for District of Delaware no later than **July 23, 2020**. In addition, you must **mail** a copy of your objection to both Class Counsel and Defense Counsel, postmarked no later than **July 23, 2020**:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Office of the Clerk United States District Court 844 North King St. Unit 18 Wilmington, DE 19801-3570	Benjamin F. Johns Chimicles Schwartz Kriner & Donaldson-Smith LLP 361 W. Lancaster Avenue Haverford, Pennsylvania 19041	Casie D. Collignon Baker & Hostetler LLP 1801 California Street Suite 4400 Denver, CO 80202  Jon Kardassakis Lewis Brisbois Bisgaard & Smith LLP 633 W. 5th Street, Suite 4000, Los Angeles, CA 90071

### 20. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the Settlement and why you do not think it should be approved. You can object only if you do not exclude yourself from the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

## THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement.

### 21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at 2:30 p.m. on **August 19, 2020**, at the United States District Court for the District of Delaware located at 844 North King St., Wilmington, DE 19801-3570. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [www.KylesSecurityIncidentSettlement.com](http://www.KylesSecurityIncidentSettlement.com) or call 1-844-484-0406. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees and reasonable costs and expenses, as well as the request for an incentive award for the Representative Plaintiffs. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

### 22. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to come to the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 19, the Court will consider it.

### 23. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file an objection according to the instructions in Question 19, including all the information required by items (v), (vi), and (vii). Your Objection must be **filed** with the Clerk of the Court for the United States District Court for District of Delaware no later than **July 23, 2020**. In addition, you must **mail** a copy of your objection to both Class Counsel and Defense Counsel listed in Question 19, postmarked no later than **July 23, 2020**.

## IF YOU DO NOTHING

### 24. What happens if I do nothing?

If you do nothing, you will get no benefits from this Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Stein Mart and/or Annex about the legal issues in this case, ever again.

## GETTING MORE INFORMATION

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

This Notice summarizes the proposed Settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement at [www.KylesSecurityIncidentSettlement.com](http://www.KylesSecurityIncidentSettlement.com). You may also write with questions to Kyles v Stein Mart Settlement, c/o Claims Administrator, PO Box 34657, Philadelphia, PA 19101-4657. You can also get a Claim Form at the website, or by calling the toll-free number, 1-844-484-0406.

**Questions? Call 1-844-484-0406 or visit [www.KylesSecurityIncidentSettlement.com](http://www.KylesSecurityIncidentSettlement.com)**

If you made purchases from Stein Mart, Inc.'s online store using a credit, debit, or other payment card, you may be eligible for a payment from a class action settlement.

*Si desea recibir esta notificación en español, llámenos o visite nuestra página web.*

A Settlement has been reached in a class action lawsuit concerning a cyber-attack against Stein Mart, Inc. ("Stein Mart") and Social Annex, Inc. (d/b/a Annex Cloud) ("Annex"), which resulted from criminals accessing their computer systems (the "Security Incident"). The Security Incident happened between December 28, 2017 and July 9, 2018, and potentially resulted in unauthorized access to customer payment card data and other personally identifying information. Stein Mart and Annex deny all of the claims and say they did not do anything wrong.

**WHO IS INCLUDED?** Stein Mart's and/or Annex's records show you are a likely member of the Settlement Class. The Settlement Class includes all persons residing in the United States who were notified by Stein Mart that they made purchases on Stein Mart's online store using their credit, debit, or other payment card on certain dates between December 28, 2017 and July 9, 2018.

**SETTLEMENT BENEFITS.** The Settlement provides two types of payments to people who submit Valid Claims: 1) Reimbursement of up to \$220 for documented out-of-pocket expenses and lost time that resulted from the Security Incident; and 2) Reimbursement of up to \$4,000 for documented extraordinary expenses which were more likely than not caused by the Security Incident.

**THE ONLY WAY TO RECEIVE A BENEFIT IS TO FILE A CLAIM.** To get a Claim Form, visit the website [www.KylesSecurityIncidentSettlement.com](http://www.KylesSecurityIncidentSettlement.com) or call 1-844-484-0406. The claim deadline is **July 23, 2020**.

**OTHER OPTIONS.** If you do nothing, you will remain in the class, you will not be eligible for benefits, and you will be bound by the decisions of the Court and give up your rights to sue Stein Mart and/or Annex for the claims resolved by this Settlement. If you do not want to be legally bound by the Settlement, you must exclude yourself by **July 23, 2020**. If you stay in the Settlement, you may object to it by July 23, 2020. A more detailed notice is available to explain how to exclude yourself or object. Please visit the website [www.KylesSecurityIncidentSettlement.com](http://www.KylesSecurityIncidentSettlement.com) or call 1-844-484-0406 for a copy of the more detailed notice. On **August 19, 2020**, the Court will hold a Fairness Hearing to determine whether to approve the Settlement, Class Counsel's request for attorneys' fees and reasonable costs of \$300,000, and an incentive award of \$2,500 for each of the Representative Plaintiffs. The Motion for attorneys' fees will be posted on the website [www.KylesSecurityIncidentSettlement.com](http://www.KylesSecurityIncidentSettlement.com) after it is filed. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. This is only a summary. Detailed information is available at the website [www.KylesSecurityIncidentSettlement.com](http://www.KylesSecurityIncidentSettlement.com) or by calling toll-free at 1-844-484-0406.

**CLAIM DEADLINE: JULY 23, 2020**



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**CLAIM FORM**

This lawsuit alleged that in December 2017, Social Annex, Inc. (d/b/a Annex Cloud) (“Social Annex”) was the target of a criminal cyberattack in which third party criminals inserted unauthorized code into Social Annex’s systems that operate its Social Login application (“Data Incident”). Plaintiffs allege that the unauthorized code was intended to allow the criminals to obtain personally identifiable information (“PII”) and payment card information (“PCI”) as customers were entering that information into the “check-out” webpages of retailers utilizing Social Annex’s Social Login application. Stein Mart, Inc. (“Stein Mart”) (collectively with Social Annex, “Defendants”) utilized Social Annex’s Social Login application in 2017 and 2018.

This Claim Form should be filled out online or submitted by mail if you were notified by Stein Mart that you made purchases on Stein Mart’s online store (www.steinmart.com) using your credit, debit, or other payment card on certain dates between December 28, 2017 and July 9, 2018 (“Settlement Class Member”), and you had out-of-pocket expenses, fraudulent charges, lost time spent dealing with fraudulent charges or card replacement issues, or unreimbursed extraordinary monetary losses as a result of the Data Incident. Checks will be mailed to eligible Class Members if the Settlement is approved by the Court.

The Settlement Notice describes your legal rights and options. Please visit the official settlement administration website, www.KylesSecurityIncidentSettlement.com, or call 1-844-484-0406 for more information.

Claim submission options:

- File a claim online at www.KylesSecurityIncidentSettlement.com. Your form must be submitted by 11:59 p.m. Eastern Time on July 23, 2020.
- Print this form, complete the form in its entirety, and mail to the Claims Administrator at the address listed below. **YOU MUST INCLUDE YOUR CLASS MEMBER ID.** You can locate your Class Member ID at the top of the email Notice or postcard Notice that was sent to you. Your Claim Form must be postmarked by July 23, 2020.
- You can contact the Claims Administrator to request a Claim Form be mailed to you. You must complete the Claim Form in its entirety and then mail the completed Claim Form so that it is postmarked by July 23, 2020.

**1. CLASS MEMBER INFORMATION.**

Class Member ID: 3 1 1 2 7 \_\_\_\_\_

Name (**REQUIRED**): \_\_\_\_\_  
First Name Mi Last Name

\_\_\_\_\_  
Number and Street Address (**REQUIRED**)

\_\_\_\_\_  
City (**REQUIRED**) State (**REQUIRED**) Zip Code (**REQUIRED**)

Telephone Number (**REQUIRED**): ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Email Address (optional): \_\_\_\_\_@\_\_\_\_\_



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**2. PAYMENT ELIGIBILITY INFORMATION.**

Please review the notice and sections 2.1 through 2.2 of the Settlement Agreement (available at [www.KylesSecurityIncidentSettlement.com](http://www.KylesSecurityIncidentSettlement.com)) for more information on who is eligible for a payment and the nature of the expenses or losses that can be claimed.

Please provide as much information as you can to help us figure out if you are entitled to a Settlement payment.

PLEASE PROVIDE THE INFORMATION LISTED BELOW:

Check the box for each category of documented out-of-pocket expenses, fraudulent charges, or lost time that you had to pay as a result of the Data Incident. Please be sure to fill in the total amount you are claiming for each category and to attach documentation of the charges as described in **bold type** (if you are asked to provide account statements as part of proof required for any part of your claim, you may mark out any unrelated transactions if you wish).

a. Ordinary **Expense Reimbursement** Resulting from the Security Incident: (not to exceed \$220 per Settlement Class Member)

\_\_\_\_\_ Fees or other charges from your bank or credit card company due to fraudulent activity on your card.

Examples - Overdraft fees, over-the-limit fees, late fees, or charges due to insufficient funds or interest.

Total amount for this category \$ \_\_\_\_\_

***Attach a copy of a bank or credit card statement or other proof of the fees or charges.***

You may mark out any transactions that were not fraudulent and any other information that is not relevant to your claim before sending in the documentation.

**Date reported** \_\_\_\_\_

**Description of the person(s) to whom you reported the fraud:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Check this box to confirm that you have exhausted all applicable insurance policies, including credit monitoring insurance and identity theft insurance, and that you have no insurance coverage for these fraudulent charges.**

\_\_\_\_\_ Fees or charges relating to the reissuance of your credit or debit card.

Examples – Fees that your bank charged you because you requested a new credit or debit card.

Total amount for this category \$ \_\_\_\_\_

***Attach a copy of a bank or credit card statement or other receipt showing these fees.***

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You may mark out any transactions that were not fraudulent and any other information that is not relevant to your claim before sending in the documentation.

\_\_\_\_\_ Fees relating to your account being frozen or unavailable.

Examples - You were charged a late fee or interest by another company because your payment was declined. You had to pay a fee for a money order or other form of alternative payment because you could not use your debit or credit card.

Total amount for this category \$ \_\_\_\_\_

***Attach a copy of receipts, bank or credit card statements, or other proof that you had to pay these expenses.***

You may mark out any transactions that were not fraudulent and any other information that is not relevant to your claim before sending in the documentation.

\_\_\_\_\_ Other incidental telephone, internet, or postage expenses directly related to the Security Incident.

Examples - Long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used)

Total amount for this category \$ \_\_\_\_\_

***Attach a copy of the bill from your telephone or mobile phone company or internet service provider that shows the charges.***

You may mark out any transactions that were not fraudulent and any other information that is not relevant to your claim before sending in the documentation.

\_\_\_\_\_ Credit reports, identity theft insurance, or credit monitoring charges.

Examples - The cost of a credit report, identity theft insurance, or credit monitoring services that you purchased after hearing about the Data Incident.

Total amount for this category \$ \_\_\_\_\_

***Attach a copy of a receipt or other proof of purchase for each credit report or product purchased.***

You may mark out any transactions that were not fraudulent and any other information that is not relevant to your claim before sending in the documentation.

\_\_\_\_\_ Between one and three hours of documented time spent dealing with replacement card issues or in reversing fraudulent charges that occurred as a result of the Security Incident (which will be calculated and paid at a rate of \$15 per hour).

Examples – You spent at least one full hour calling customer service lines, writing letters or emails, or on the Internet in order to get fraudulent charges reversed or in updating automatic payment programs because your card number changed. Please note that the time that it takes to fill out this Claim Form is not reimbursable and should not be included in the total.

Total number of hours claimed \_\_\_\_\_

***If the time was spent online or on the telephone, briefly describe what you did, or attach a copy of any letters or emails you wrote. If the time was spent trying to reverse fraudulent charges, briefly describe what you did. If the time was spent updating accounts due to your card being reissued, identify the other accounts that had to be updated.***



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You may redact (cross out) any transactions that were not fraudulent and any other information that is not relevant to your claim before sending in the documentation.

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**b. Extraordinary Expense Reimbursement:** Defendants shall reimburse, as provided for below, each Settlement Class Member in the amount of his or her Valid Claim, but not to exceed \$4,000 per claim (and only one claim per Settlement Class Member), for a documented monetary out-of-pocket loss that is claimed by the Settlement Class Member to have occurred more likely than not as a result of the Data Incident, regardless of whether said Settlement Class Member elects to make a claim for any other benefit available under this Settlement Agreement.

\_\_\_\_\_ Unreimbursed fraudulent charges.

Examples – Fraudulent charges that were made on your credit or debit card account and that were not reversed or repaid even though you reported them to your bank or credit card company. *Note, most banks are required to reimburse customers in full for fraudulent charges on payment cards that they issue.*

Total amount for this category \$\_\_\_\_\_

***Attach a copy of statements that show the fraudulent charges and any correspondence showing that you reported the charges as fraudulent. If you do not have anything in writing, tell us the approximate date that you reported and to whom you reported the fraudulent charge.***

You may mark out any transactions that were not fraudulent and any other information that is not relevant to your claim before sending in the documentation.

**Date reported:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Description of the person(s) to whom you reported the fraud:**

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**Check this box to confirm that you have exhausted all applicable insurance policies, including credit monitoring insurance and identity theft insurance, and that you have no insurance coverage for these fraudulent charges.**

\_\_\_\_\_ Other unreimbursed out-of-pocket expenses that happened because of the Data Incident that are not accounted for in your responses above.

Examples –This category includes any other unreimbursed expenses or charges that are not otherwise accounted for in your answers to the questions above, including any expenses or charges that you believe were the result of an act of identity theft.

Total amount for this category \$\_\_\_\_\_



# EXHIBIT C

**Exclusion 1:**

SA, Texas

**Exclusion 2:**

GR, Maryland

**Exclusion 3:**

RR, Wisconsin