

HOME DEPOT CANADA DATA BREACH CLASS ACTION

If You Used a Credit or Debit Card at a Self-Checkout Lane at a Home Depot Store in Canada between April 10, 2014 and September 13, 2014 or Received Notice from Home Depot that your E-mail Address was Compromised, You May Be Eligible for Benefits from a Data Breach Class Action Settlement

For more information, visit www.CanadaHomeDepotDataBreachSettlement.com
or call 1-844-851-4593.

Si vous avez utilisé une carte de crédit ou de débit à une caisse libre service dans un magasin Home Depot au Canada entre le 10 avril 2014 et le 13 septembre 2014 ou avez reçu un avis de Home Depot selon lequel votre adresse courriel avait été compromise, vous pourriez avoir droit à une indemnisation aux termes d'un règlement proposé d'un recours collectif concernant une atteinte à la protection des données. Veuillez composer le 1-844-851-4593 pour obtenir de plus amples renseignements en français au sujet du règlement proposé et de vos droits.

A settlement has been proposed in Canadian lawsuits against The Home Depot, Inc. and Home Depot of Canada, Inc. (together, "Home Depot") relating to a data breach that was first disclosed in September 2014 (the "Home Depot Data Breach").

If you used a credit or debit card at a self-checkout terminal at a Canadian Home Depot store between April 10, 2014 and September 13, 2014 ("the Data Breach Period") and your payment card information was compromised, and/or if your email address was compromised because of the Data Breach, you are entitled to claim benefits in this settlement ("the Settlement"). You must submit a Claim Form to claim benefits:

- **Cash Fund:** A \$250,000 Settlement Fund will provide payments to consumers who have documented losses caused by the Home Depot Data Breach, as well as for time spent by those persons remediating issues relating to the Data Breach.
- **Monitoring Services:** Regardless of whether you submit a claim for documented losses or time, if your payment card information or your email address were compromised because of the Data Breach Period, you are eligible to apply for free credit monitoring services.

Eligible persons may make claims for both reimbursement under the Cash Fund and for Monitoring Services.

Your legal rights are affected whether or not you respond. ***Read this notice carefully.***

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
FILE A CLAIM	The only way to get benefits under this Settlement.
ASK TO BE EXCLUDED	Get no benefits. This is the only option that may allow you to separately sue Home Depot over the claims being resolved by this Settlement.
OBJECT	Write to the Court about why you don't think the Settlement is fair, reasonable, or in the best interests of the Class Members. If you object in writing, you are also entitled to request the right to speak in Court about the fairness of the Settlement.
IF YOU DO NOTHING	You will be bound by the Court's decision as to whether or not to approve the Settlement. If approved, you give up your rights to separately sue Home Depot about the legal claims in this case. If you fail to submit a claim, you will receive no benefits.

- **Your rights and options—and the deadlines to exercise them—are explained in this Notice.**
- The Court has not yet decided whether to approve the Settlement. No payments will be made until after the Court grants final approval of the Settlement and all appeals, if any, are resolved.

BASIC INFORMATION

1. Why is there a notice?

You have a right to know about a proposed Settlement in several lawsuits against Home Depot, and all of your options, before the Ontario Court decides whether to give final approval to the Settlement. This notice explains the nature of the lawsuits, the general terms of the Settlement, and your legal rights and options.

The lawsuits were brought on behalf of consumers in Canada whose payment card information or email address may have been stolen as a result of the Home Depot Data Breach. Lawsuits were commenced in several provinces in Canada. The lawsuit referred to in this notice was commenced in Ontario and is known as *Lozanski v. The Home Depot Inc. et al.*, Court File No. CV-14-51262400CP (“the Ontario Action”). The Settlement will be considered for approval in that lawsuit. The consumer who started that lawsuit is called the “Plaintiff.” The Home Depot companies are the “Defendants”.

2. What is this lawsuit about?

In September 2014, Home Depot announced that it had been the victim of a data breach by third-party intruders who stole payment card data from consumers who made purchases using self-checkout terminals at certain stores in Canada and the United States between April 10, 2014 and September 13, 2014. The intruders also stole a separate email file which contained the email addresses of certain Home Depot customers. The Plaintiff claims that Home Depot did not adequately protect its payment card data and personal information and that Home Depot delayed in providing notice of the Data Breach. Home Depot denies any wrongdoing, and no Court or other judicial entity has made any judgment or other determination of any wrongdoing.

3. Why is this a class action?

In a class action, one or more Plaintiffs, acting as “class representatives”, sue on behalf of themselves and other people with similar claims. All of these people together are the “class” or “class members.” One court resolves the issues for all class members, except for those who exclude themselves from the class.

4. Why is there a settlement?

The Court has not decided in favor of any 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 certain members of the Class. The “Class Representative” appointed to represent the Class, and the lawyers for the Class (“Class Counsel,” see Question 17) 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?

You are a member of the Class and affected by the Settlement if your personal information may have been stolen as a result of the Home Depot Data Breach. That is, you are a member of the Class if:

- You used your credit or debit card at a self-checkout lane at a Home Depot store in Canada between April 10, 2014 and September 13, 2014; and/or
- You received notification that your e-mail address was stolen during the Data Breach.

Excluded from the settlement are:

- Officers and directors of Home Depot; and
- Any Class Member who excludes themselves from the Settlement (“opts out”) (see Question 14).

If you are not sure whether you are included in the Class, call 1-844-851-4593.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Home Depot will pay \$250,000 into a Settlement Fund to make payments to eligible Class Members, and honoraria to the Class Representatives (see Question 18). Home Depot has also agreed to pay lawyers' fees, costs, and expenses (see Question 18) and the costs of notifying the Class and administering the Settlement.

In addition, Home Depot will pay to provide for credit monitoring services for eligible Class Members.

Home Depot has also agreed to maintain and implement in Canada, as reasonably appropriate, certain business practices relating to its information security programs.

7. What can I get from the Settlement?

If you used a credit or debit card at a self-checkout terminal at a Canadian Home Depot store between April 10, 2014 and September 13, 2014 and your payment card information was compromised, and/or if your email address was compromised because of the Data Breach, you are entitled to claim benefits in this Settlement (a "Settlement Class Member"). You must submit a Claim Form to claim benefits.

Cash Fund for Documented Losses and Time: If you are a Settlement Class Member, and you have documentation showing that you suffered out-of-pocket losses, unreimbursed charges, or time spent remedying issues relating to the Home Depot Data Breach, you can make a claim for up to \$5,000 as reimbursement of those losses, including up to 5 hours of documented time at \$15 per hour. If you have documented out-of-pocket losses or unreimbursed charges, you will be eligible to self-certify your time spent remedying issues relating to the Home Depot Data Breach at \$15 per hour for up to 2 hours.

Monitoring Services: Regardless of whether you submit a claim for documented losses, if you are a Settlement Class Member, you are eligible to apply for free credit monitoring services.

You may make claim for both reimbursement under the Cash Fund, and for Monitoring Services.

If you have questions about whether you are eligible to submit a claim, please contact the Settlement Administrator at 1-844-851-4593 or visit www.CanadaHomeDepotDataBreachSettlement.com.

8. What do "out-of-pocket losses" "unreimbursed charges" and "documented time" include?

All Settlement Class Members who had their email address or financial information compromised can get reimbursed for losses caused by the Data Breach of up to \$5,000. These losses may include:

- Unauthorized charges on credit or debit card that were not reimbursed;
- Costs and expenses incurred addressing identity theft or fraud as a result of Home Depot data breach;
- Losses caused by restricted access to funds (*i.e.*, costs of taking out a loan, ATM withdrawal fees);
- Preventative costs including purchasing credit monitoring, placing security freezes on credit reports, or requesting copies of credit reports for review;
- Losses caused by e-mail related fraud such as phishing scams;
- Late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, and/or card cancellation or replacement fees as a result of Home Depot Data Breach; and
- Any other losses that can be fairly traced to the Home Depot Data Breach.

If you have documents supporting the time spent remedying issues relating to the Home Depot Data Breach, you can receive \$15 per hour for up to 5 hours. Documents reflecting time spent may include, for example, phone bills reflecting time spent on the phone with your bank. Settlement Class Members who have documented losses can self-certify their time spent remedying issues relating to the Home Depot Data Breach at \$15 per hour for up to 2 hours. Class members without documented losses cannot self-certify claims for time.

9. What benefits does Credit Monitoring provide?

Settlement Class Members will be entitled to enroll, free of charge, for credit monitoring on their affected account(s) for a defined period of time, commencing after the approval of the Settlement by the Ontario Court. Credit monitoring services typically include alerts sent to a consumer about important activity such as credit inquiries, public records, delinquencies, negative information, employment changes, new accounts and other changes affecting their credit history.

10. How do I enroll for free credit monitoring services?

If you submit a valid Claim Form and are eligible to enroll in credit monitoring services, you will receive enrollment instructions by email shortly after final approval of the Settlement.

HOW TO GET BENEFITS

11. How do I get a payment?

To get a payment, you will need to submit a Claim Form to the Settlement Website (www.CanadaHomeDepotDataBreachSettlement.com) by **October 29, 2016** or submit a Claim Form by mail, which must be postmarked by **October 29, 2016**. The Claim Form will be available at www.CanadaHomeDepotDataBreachSettlement.com or by calling 1-844-851-4593 on the date that the Ontario Court approves the Settlement Agreement between the parties, which is currently expected to be August 22, 2016.

12. When will I receive my payment?

If you submit a complete, accurate, valid, and timely Claim Form, the Settlement Administrator will send your payment to you after the Settlement is finally approved and all appeals and other reviews have been resolved or exhausted.

13. What am I giving up to stay in the Settlement Class?

Generally speaking, unless you exclude yourself from the Settlement, you will give up your right to sue Home Depot or to be part of any other lawsuit against Home Depot about the issues this Settlement resolves. Unless you exclude yourself, all of the Court's decisions will bind you.

More specifically, if the Settlement is approved, you shall not have or thereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on your own behalf or on behalf of any class or any other person (including any persons opting-out of the Settlement), any action, suit, cause of action, claim or demand against any "Releasee" or any other person who may claim contribution or indemnity from any Releasee in respect of any "Released Claim" or any matter related thereto. Those terms are defined here:

- (a) **"Released Claim"** means any and all manner of claims, demands, actions, suits, causes of action, whether class, individual, or otherwise in nature, whether personal or subrogated, damages whenever incurred, and rights and liabilities of any nature whatsoever, including interest, costs, expenses, administration expenses, Class Counsel Fees and lawyers' fees, known or unknown, suspected or unsuspected, in law, under statute or in equity, that you, whether directly, indirectly, or in any other capacity, ever had, now have, or hereafter can, shall, or may have as against the Releasees or any one or more of the Releasees relating to any conduct alleged, or that could have been alleged, in the Ontario Action, or in *Knuth v. The Home Depot*, Saskatchewan Court File No. QBG 2006/14, and without limitation, any such claims that have been asserted, would have been asserted or could have been asserted as a result of the Data Breach; and
- (b) **"Releasees"** means the Defendants, their insurers and their respective past and present parents, affiliates, subsidiaries, directors, officers, partners, employees, advisors, lawyers, representatives, successors, assigns and their respective heirs, executors, administrators, successors and assigns.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Home Depot based on claims this Settlement will resolve if approved by the Ontario Court, you must take steps to opt out of the Class.

14. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail saying that you wish to opt-out of the Settlement. Your “Opt-out Form” must include:

- The name of this proceeding (*Lozanski v. The Home Depot Inc. et al.*, Home Depot Canadian Data Breach Class Action, or similar identifying words);
- Your full name, current mailing address, fax number, telephone number and email address;
- Your signature, or the signature of your legal agent acting on and confirming your instructions;
- If applicable, a copy of your purchase invoice for, or the date and store location of your purchase of, any item at Home Depot during the Data Breach Period;
- A brief statement that you understand that you will be excluded from the Settlement benefits, if any, if the Settlement is approved; and
- A brief statement as to whether you intend to begin a separate individual lawsuit against the Home Depot regarding the Data Breach.

An Opt-out Form is available on the Settlement Website (www.CanadaHomeDepotDataBreachSettlement.com).

Your Opt-out Form must be received by Class Counsel by prepaid mail, courier or fax at the address below, by no later than **July 23, 2016**, to:

Bryan C. McPhadden
McPhadden, Samac, Tuovi LLP
300 – 8 King St. E.
Toronto ON M5C 1B5
Tel: (416) 601-1020
Fax: (416) 601-1721

You cannot exclude yourself by telephone or by email. You cannot exclude yourself by mailing a notification to any other location or if your Opt-out Form is received after the deadline of July 23, 2016.

15. If I do not exclude myself, can I sue Home Depot for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Home Depot for the claims that this Settlement resolves.

16. If I exclude myself, can I still get a settlement payment and free credit monitoring?

No. If you exclude yourself, you cannot receive a cash payment or credit monitoring from this Settlement.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in the case?

Yes. The Court appointed the following lawyers to represent you and other Class Members as “Class Counsel.”

Bryan C. McPhadden
MCPHADDEN SAMAC TUOVI LLP
300-8 King St E
Toronto, ON, M5C 1B5
(416) 601-1020

E. F. Anthony Merchant
Linh Pham
MERCHANT LAW GROUP LLP
2401 Saskatchewan Drive (Saskatchewan Drive Plaza)
Regina, Saskatchewan S4P 4H8
(306) 359-7777

You will not be charged by these lawyers for their work on the case. 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 ask the Court for lawyers' fees and costs of up to \$360,000 all-inclusive, plus HST. The Court will decide the amount of fees and costs to be paid. These fees and costs will be paid separately by Home Depot and will not reduce the amount of benefits provided to the Class. Class Counsel will also ask the Court for honoraria of up to \$4,000 for the Class Representatives in the Ontario Action and in related class action proceedings regarding the Home Depot Data Breach. These honoraria will be paid out of the Settlement Fund. The Class Representatives and Class Counsel will make their requests to the Court for lawyers' fees and costs and honoraria at the **Final Approval Hearing on August 22, 2016**. These requests will be available on the Settlement Website or you can request a copy by contacting the Settlement Administrator.

OBJECTING TO THE SETTLEMENT

19. How do I tell the Court that I don't like the Settlement?

If you are a Class Member, you can object to the Settlement if you don't think it is fair, reasonable, or in the best interests of the Class Members. You can give reasons why you think the Court should not approve it. The Court will consider your views.

To object, you must send a letter stating that you object to the Settlement. Your objection must include:

- The name of this proceeding (*Lozanski v. The Home Depot Inc. et al.*, Home Depot Canadian Data Breach Class Action, or similar identifying words);
- Your full name, current mailing address, fax number, email address, and telephone number;
- Your signature, or the signature of your legal agent acting on, and confirming, your instructions;
- If applicable, a copy of your purchase invoice for, or the date and store location of your purchase of, any item at Home Depot during the Data Breach Period;
- A brief statement of the nature of and the reasons for your objection; and
- A brief statement as to whether you or your representative intends to appear at the Final Approval Hearing on August 22, 2016 in person or by counsel, and if by counsel, the name, address, telephone number, fax number and email address of counsel.

An Objection Form is available on the Settlement Website (www.CanadaHomeDepotDataBreachSettlement.com).

To be considered by the Court, your Objection Form must be received by Class Counsel by prepaid mail, courier or fax at the address below, by no later than **July 23, 2016**:

Bryan C. McPhadden
McPhadden, Samac, Tuovi LLP
300 – 8 King St. E.
Toronto ON M5C 1B5
Tel: (416) 601-1020
Fax: (416) 601-1721

20. What's the difference between objecting and excluding myself?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object to the benefits provided by the Settlement or other terms of the Settlement only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be included in the Settlement. If you exclude yourself, you have no basis to object to the Settlement and related releases because the Settlement no longer affects you.

FINAL APPROVAL HEARING

21. When and where will the Court decide to approve the settlement?

The Court will hold a **Final Approval Hearing at 10:00 a.m. on August 22, 2016**, before Justice Perell of the Ontario Superior Court of Justice, located in a courtroom in the courthouse at Osgoode Hall, Toronto, Ontario, M5G 1T3. This hearing date and time may be moved. Please refer to the Settlement Website for notice of any changes.

At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and in the best interests of the Class. If there are objections, the Court will consider them. The Court will listen to people who appear at the hearing (see Question 22). The Court may also decide how much Class Counsel will receive as lawyers' fees and costs and whether to award honoraria to Class Representatives. The Court may decide whether to approve the settlement at the Final Approval Hearing, or may release its decision after the Hearing. We do not know how long these decisions will take.

22. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have. However, you are welcome to come at your own expense. If you submit a written objection, you don't have to come to 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's not necessary.

IF I DO NOTHING

23. What happens if I do nothing?

If you are a Settlement Class Member and do nothing (that is, you do not submit a Claim Form, if you are eligible for benefits), you will not get any benefits from this Settlement. If you are a Class Member, unless you exclude yourself, you will not be able to start a lawsuit or be part of any other lawsuit against Home Depot about the claims resolved by this Settlement, ever again.

GETTING MORE INFORMATION

24. 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.CanadaHomeDepotDataBreachSettlement.com or from the Settlement Administrator by calling toll-free 1-844-851-4593 or by writing to the Settlement Administrator at Home Depot Canada Breach Settlement, c/o KCC, PO Box 4454, Toronto Station A, 25 The Esplanade, Toronto, ON, M5W 4B1.

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.