

# If you made a purchase or a return at a TJX store listed below, you could get benefits from a class action settlement.

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

- There is a proposed settlement with The TJX Companies, Inc. and Fifth Third Bancorp (“Defendants”) in a class action lawsuit involving shoppers in the United States, Puerto Rico and Canada about computer system intrusions into personal and financial information at these TJX stores:
  - ▶ **T.J. Maxx** ▶ **Marshalls** ▶ **T.J. Maxx ‘n More** ▶ **Marshalls MegaStore**
  - ▶ **The Maxx** ▶ **HomeGoods** ▶ **A.J. Wright** ▶ **Winners** ▶ **HomeSense**
- The proposed settlement offers vouchers, cash benefits, credit monitoring, identity theft insurance, and reimbursements to eligible people affected by the intrusion(s).

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>ASK FOR BENEFITS</b>	Submit a claim form to get vouchers, cash benefits or reimbursements, if you are eligible. Sign-up for credit monitoring and identity theft insurance if you are eligible.
<b>EXCLUDE YOURSELF</b>	Get no benefits. This is the only option that allows you to start, or remain part of any other lawsuit against the Defendants about the legal claims in this case.
<b>OBJECT</b>	Write to the Court about why you don’t like the settlement.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the settlement.
<b>DO NOTHING</b>	Get no vouchers, cash benefits, credit monitoring, identity theft insurance or reimbursements from the settlement. Give up your rights to sue the Defendants about the legal claims in this case.

- 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. If it does, and after any appeals are resolved, benefits will be distributed to those who qualify. Please be patient.

**QUESTIONS? CALL 1-866-523-6770 TOLL FREE, OR VISIT [WWW.TJXSETTLEMENT.COM](http://WWW.TJXSETTLEMENT.COM)**  
**PARA UNA NOTIFICACIÓN EN ESPAÑOL, VISITE NUESTRO SITIO DE INTERNET.**

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## BASIC INFORMATION

### 1. Why is this Notice being provided?

A Court authorized the notice because you have a right to know about a proposed settlement of this class action lawsuit and about all of your options before the Court decides whether to give “final approval” to the proposed settlement. If the proposed settlement is ultimately approved, vouchers or checks and/or other benefits will be given to everyone who submitted a valid claim, and TJX will also hold a one-time, one-day special price reduction event at its stores. This notice explains the lawsuit, the proposed settlement, your legal rights, what benefits are available, who may be eligible for those benefits, and how to get them.

Judge William G. Young of the United States District Court for the District of Massachusetts is overseeing this consolidated class action. The case is known as *In re TJX Companies Retail Security Breach Litigation*, Civil Action No. 07-10162, MDL No. 1838.

The people who sued are called the “Plaintiffs,” and the companies they sued, TJX and Fifth Third Bancorp (“Fifth Third”), are called the “Defendants.” TJX’s stores include T.J. Maxx, Marshalls, T.J. Maxx ‘n More, Marshalls MegaStore, The Maxx, HomeGoods, and A.J. Wright in the United States, and Winners and HomeSense in Canada (together called the “TJX stores”).

### 2. What is this lawsuit about?

The lawsuit challenges TJX’s practices regarding the prior retention of customers’ personal information on its computer system. Plaintiffs claim that Defendants failed to adequately safeguard those systems and, as a result, unauthorized people gained access to customers’ personal and financial information. Specifically, Plaintiffs allege that TJX failed to maintain adequate security for credit and debit card information, check transaction information, and driver’s license or government identification information. According to Plaintiffs, TJX’s inadequate security measures and Fifth Third’s inadequate monitoring of TJX allowed unauthorized people to access and steal this information to commit fraud and identity theft.

The Defendants deny all of Plaintiffs’ claims and say that they did nothing wrong. Specifically, Defendants disagree with the allegations and say that they have many defenses, that they are not liable to Plaintiffs, and that Plaintiffs are not entitled to any money or benefits from this litigation.

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

In a class action, one or more people called “Class Representatives” (in this case, ACohen Marketing & Public Relations, LLC, Julie Buckley, Anne Cohen, LaQuita Kearney, Laura Lerner, Robert Mann, Jitka Parmet, Deborah Wilson, Kathleen Robinson, Shannon Kidd, and Mary Robb Farley) sue on behalf of people who have similar claims. All of these people are a “Settlement Class” or “Settlement Class Members.” One court resolves the issues for all class members, except for those who timely exclude themselves from the class.

### 4. Why is there a proposed settlement?

The Court did not decide in favor of Plaintiffs or the Defendants. Instead, both sides agreed to settle this case to avoid the cost and risk of a trial. The proposed settlement does not mean that any law was violated or that the Defendants did anything wrong. The Defendants deny all legal claims in this case. The Class Representatives and their lawyers think the proposed settlement is best for all Settlement Class Members.

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## WHO IS IN THE SETTLEMENT

To see if you will be affected by this proposed settlement or if you will get money or other benefits from the proposed settlement, you first have to determine if you are a Settlement Class Member.

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

The Court decided that the Settlement Class includes anyone in the United States (including the District of Columbia), Puerto Rico or Canada who made a purchase or return at the TJX stores mentioned above, had or allege having personal or financial data stolen or placed at risk of being stolen from TJX's computer system, and who were or may be damaged or who allege they were damaged from this intrusion.

### 6. What does "damaged" mean?

You have been damaged if you suffered any loss (for example, replacing a driver's license, identity theft, out-of-pocket expenses and loss of time, etc.) because your personal or financial information was compromised in the TJX computer system intrusion(s).

### 7. Am I included if I already got a letter from TJX about this issue?

Yes. You are eligible to receive additional benefits. Please see Question 10 below.

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

TJX, Fifth Third, and each of their officers and directors are not included in the Settlement Class.

### 9. What if I am not sure whether I am included in the settlement?

If you are not sure whether you are in the Settlement Class, or have any other questions about the proposed settlement, call the toll free number, 1-866-523-6770. You also may write with questions to TJX Settlement, PO Box 3775, Portland, OR 97208-3775.

## THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

If the settlement is ultimately approved and becomes final, it will provide benefits to Settlement Class Members.

### 10. What does the settlement provide?

The settlement provides vouchers, cash benefits, credit monitoring, identity theft insurance, and reimbursements to those affected by the computer system intrusion(s). This includes: (1) people who returned merchandise without a receipt and were previously sent letters by TJX notifying them that their driver's license or other identification information was compromised (see Question 11) and (2) those who used a credit card, debit card, or check at any of the TJX stores in the U.S., Canada or Puerto Rico during December 31, 2002 through September 2, 2003 or May 15, 2006 through December 18, 2006 and incurred certain costs related to the intrusion (see Question 12).

TJX will also hold a future, one-time, special event reducing prices 15% at T.J. Maxx, Marshalls, T.J. Maxx 'n More, Marshalls MegaStore, HomeGoods, A.J. Wright, Winners and HomeSense stores (see Question 13).

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Additionally, TJX has taken steps to enhance the security of its computer system (see Question 15). More details on all of the settlement benefits are available in the Settlement Agreement which is available at [www.TJXsettlement.com](http://www.TJXsettlement.com).

## 11. What can I get if I returned something without a receipt?

Settlement Class Members who returned merchandise without a receipt and were previously sent letters by TJX notifying them that their driver's license or other identification information was compromised will be offered: three years of credit monitoring and identity theft insurance coverage; reimbursement for the replacement cost of obtaining a new driver's license; and reimbursement for certain losses from identity theft if your driver's license or other identification numbers were the same as your social security number.

### 11a. Tell me more about credit monitoring and identity theft insurance.

You can get credit monitoring from Equifax's "Credit Watch™ Gold with 3-in-1 Credit Monitoring" service, for three years (or, if you are already receiving this service because of a prior TJX offer, you can extend it to three years). This includes \$20,000 in identity theft insurance, running from the date of subscription. For eligible people who reside in New York or Canada, a similar form of credit monitoring and insurance will be available. If you are eligible for this benefit you will receive a letter that will provide details about how to sign-up for the credit monitoring and identity theft insurance. The deadline to sign-up for credit monitoring and identity theft insurance is **May 29, 2008**.

### 11b. Tell me more about reimbursement for replacing my driver's license.

You can get reimbursed if you replaced your driver's license between January 17, 2007 and June 30, 2007. However, reimbursement is only offered if the driver's license was replaced because your personal information was compromised by the intrusion. The deadline to request reimbursement for replacing your driver's license is **May 29, 2008**.

### 11c. Tell me more about reimbursement for identity theft.

You can get compensated for any unreimbursed loss of more than \$60 from identity theft that occurred between January 17, 2007 and April 12, 2008. You cannot be reimbursed for credit/debit card charges. This benefit is not available to anyone who already signed up for the one year of credit monitoring services previously offered by TJX. If the total amount needed to pay valid claims exceeds \$1,000,000, each Settlement Class Member's identity theft payment will be reduced and paid in proportion to all Settlement Class Members' identity theft payments. Individual payments will also be reduced by the amount of any vouchers or checks you may receive (see Question 12 below). The deadline to request reimbursement for identity theft is no later than six months after the settlement becomes final. Please check [www.TJXsettlement.com](http://www.TJXsettlement.com) or call 1-866-523-6770 to confirm the deadline.

There is a process in the settlement to resolve disagreements between you and TJX over whether you are eligible and how much money you should be reimbursed for identity theft. You will get further details in the letter you receive about your eligibility. The Settlement Agreement, available at [www.TJXsettlement.com](http://www.TJXsettlement.com), also provides more information.

## 12. What can I get if I used a credit card, debit card, or check at a TJX store?

Settlement Class Members who used a credit card, debit card, or check at any of the TJX stores during December 31, 2002 through September 2, 2003 or May 15, 2006 through December 18, 2006 and incurred certain costs related to the intrusion can get one or two voucher(s) for merchandise credit to use at a T.J.

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Maxx, Marshalls, T.J. Maxx 'n More, Marshalls MegaStore, HomeGoods, A.J. Wright, Winners or HomeSense store, as described below. The number of vouchers you can receive depends on whether you have proof that you shopped at a TJX store and had out-of-pocket expenses and/or lost time:

1) If you have documentation that shows you shopped at a TJX store during the time periods noted above and that you had out-of-pocket expenses greater than \$5 you are eligible to receive up to two vouchers (worth \$30 each) or checks up to \$15 each (up to \$30 in total by check). If the total amount needed to pay valid claims for Settlement Class Members choosing to receive a check exceeds \$7,000,000, each Settlement Class Member's payment will be reduced proportionally. There is no limitation on the amount of vouchers that will be given to eligible Settlement Class Members with documentation.

2) If you do not have any documentation you are eligible to receive one voucher worth up to \$30 or a check worth up to \$15. If the total amount of valid claims for Settlement Class Members who have no documentation exceeds \$10,000,000, each Settlement Class Member's voucher or payment will be reduced proportionally. Each valid request for a voucher or payment will be treated as a \$30 charge against the total.

The deadline to request a voucher(s) or payment is **October 13, 2008**. Only one request for a voucher or payment is allowed per household. Each voucher is valid for one year from the date of issue. Vouchers will have no restrictions on transferability and will be freely stackable (i.e., multiple vouchers can be combined on a single transaction). If you submit a claim for a voucher you may also submit a claim for any other benefit or reimbursement available to you under the settlement.

### 13. What is the special event?

TJX will hold a future, one-day, special event in which prices on all merchandise in all T.J. Maxx, Marshalls, T.J. Maxx 'n More, Marshalls MegaStore, HomeGoods, A.J. Wright, Winners or HomeSense stores, company-wide, will be reduced by 15% for one day. This 15% price reduction will be applied at the check-out register and will be in addition to all other discounts, if any, and available to all customers (other than TJX employees) making purchases on that day. The special event will be on a Thursday, Friday, or Saturday, in either January, February or July. TJX will provide notice of the event, to be advertised close in time to the day on which the special event will occur.

### 14. What else does the settlement provide?

TJX is also making available representatives to answer questions about credit card and debit card cancellations, identity theft, and other concerns. You may speak with a representative at 1-866-484-6978 (U.S) or 866-903-1408 (Canada), during normal business hours, through September 2, 2008. TJX is also providing a link on its website, [www.tjx.com](http://www.tjx.com), to the Federal Trade Commission's website regarding credit or identity theft, through September 2, 2008.

### 15. Has TJX taken steps to make sure this does not happen again?

Yes. Experts retained by the lawyers representing the Class have advised that TJX has acted in good faith since the intrusion(s) to make sure that this does not happen again.

## HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM IF YOU QUALIFY

### 16. How can I get benefits?

If you qualify for the benefits described in Questions 11 and 12 you must complete and submit the appropriate claim form and required documentation. If you are eligible for credit monitoring and identity theft insurance you will be told how to sign-up for them in a separate letter. You can get claim forms at [www.TJXsettlement.com](http://www.TJXsettlement.com) or by calling 1-866-523-6770. Please read the instructions carefully, fill out the claim form(s), attach the required documentation and mail it postmarked no later than the dates noted above, to:

TJX Settlement  
PO Box 3775  
Portland, OR 97208-3775

### 17. When will I get my benefits?

The vouchers, payments, and reimbursements will be mailed to eligible Settlement Class Members who send in a valid claim form on time, after the Court grants “final approval” of the settlement and after any appeals are resolved. If Judge Young approves the settlement after a hearing on **July 15, 2008** (see the section “The Court’s Fairness Hearing” below), there may be appeals. It’s always uncertain whether these appeals can be resolved, and resolving them can take time. Please be patient.

### 18. What am I giving up as part of the settlement?

If the proposed settlement becomes final, Settlement Class Members will be releasing Defendants and all related people and entities from all of the claims described and identified in paragraphs 1.14, 1.15, 1.16, 1.17, 1.22 and 1.24 and section 6 of the Settlement Agreement. This means you will no longer be able to sue TJX regarding any of the claims described in the Settlement Agreement.

**NOTE:** If you provided your social security number to TJX but have not received a letter from TJX stating that your information was compromised, you keep the right to sue TJX, through November 14, 2010, if you believe you have suffered identity theft from the intrusion (other than credit/debit card changes).

The Settlement Agreement is available at [www.TJXsettlement.com](http://www.TJXsettlement.com). The Settlement Agreement provides more detail regarding the release and describes the released claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firms representing the Settlement Class listed in Question 22 for free or you can, at your own expense, talk to your own lawyer if you have any questions about the released claims or what they mean.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to participate in this proposed settlement and you want to keep the right to sue the Defendants about the legal issues in this case, then you must take steps to get out of the proposed settlement. This is called asking to be excluded from—or sometimes called “opting out” of—the Settlement Class.

### 19. If I exclude myself, can I get anything from this settlement?

No. If you exclude yourself, you may not apply for any benefits under the proposed settlement and you cannot object to the proposed settlement. If you ask to be excluded, however, you may sue or be part of a different lawsuit against Defendants in the future. You will not be bound by anything that happens in this lawsuit.

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## 20. If I do not exclude myself, can I sue later?

Unless you exclude yourself, you give up the right to sue Defendants for all of the claims that the proposed settlement resolves. The only exception is the one described in the Note in Question 18 above. Otherwise, you must exclude yourself from this Settlement Class to start your own lawsuit or be part of any different lawsuit relating to these claims.

## 21. How do I get out of the settlement?

To exclude yourself from the proposed settlement, you must send a letter or other written document by mail saying that you want to be excluded from *In re TJX Companies Retail Security Breach Litigation*. Be sure to include the case number (No. 07-10162, MDL No. 1838), your full name, address, signature, and date. You must mail your request for exclusion postmarked by **June 24, 2008** to:

TJX Exclusions  
PO Box 3775  
Portland, OR 97208-3775

You cannot ask to be excluded on the phone, by email, or at the website.

## THE LAWYERS REPRESENTING YOU

## 22. Do I have a lawyer in the case?

The Court appointed (in alphabetical order) Ben Barnow, Barnow and Associates, P.C. of Chicago, Illinois; Lester L. Levy, Wolf Popper LLP of New York, New York; and Sherrie R. Savett, Berger & Montague, P.C. of Philadelphia, Pennsylvania as "Settlement Class Co-Lead Counsel" to represent you and other Settlement Class Members. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

## 23. How will the lawyers be paid?

TJX has agreed to benefit the Settlement Class further by being responsible for and paying Plaintiffs' attorneys' fees in the amount of \$6,500,000, and costs and expenses up to the amount of \$150,000, which will be allocated among Settlement Class Co-Lead Counsel and additional Plaintiffs' Counsel. The Court may award less than these amounts. The payment of attorneys' fees and reimbursement of costs and expenses awarded by the Court are in addition to all of the other benefits under the settlement and will not diminish the benefits provided by this settlement to Settlement Class Members.

## OBJECTING TO THE SETTLEMENT

## 24. How do I tell the Court if I do not like the settlement?

If you disagree with any aspect of the proposed settlement, you may express your views to the Court through a written response to the proposed settlement. The Court will consider your views. You must object to the proposed settlement in writing. In your written objection, be sure to include the following information:

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- (1) the name and title of the lawsuit, *In re TJX Companies Retail Security Breach Litigation*, Civil Action No. 07-10162, MDL No. 1838;
- (2) your full name, address, and signature;
- (3) information showing that you are a Settlement Class Member, including: (a) proof (e.g., a sales slip, credit or debit statement, or cancelled check) that you made a purchase or a return at T.J. Maxx, Marshalls, T.J. Maxx 'n More, Marshalls MegaStore, The Maxx, HomeGoods, A.J. Wright, Winners or HomeSense store, or a statement, in as much detail as you remember, about the specific purchase or return you made, the price of the goods, the approximate date of the transaction, and the place of the transaction, and (b) documentation supporting any allegation of damage to you.

Your written objection also should include the reasons why you object to the proposed settlement, and any documentation supporting your objection, as well as a statement of whether you intend to appear at the Fairness Hearing (see the section on “The Court’s Fairness Hearing” below). Send copies of any objection to the Court, one of the Settlement Class Counsel, and both of the Defendants’ Counsel listed below, postmarked no later than **June 24, 2008**.

COURT	SETTLEMENT CLASS COUNSEL	DEFENDANTS’ COUNSEL
Clerk of the Court United States District Court for the District of Massachusetts John Joseph Moakley U.S. Courthouse 1 Courthouse Way Boston, MA 02210	Ben Barnow, Esq. Barnow and Associates, P.C. One North LaSalle Street Suite 4600 Chicago, IL 60602  <b>- OR -</b>  Lester L. Levy, Esq. Wolf Popper, LLP 845 Third Avenue New York, NY 10022  <b>- OR -</b>  Sherrie R. Savett, Esq. Berger & Montague, P.C. 1622 Locust Street Philadelphia, PA 19103	Harvey J. Wolkoff, Esq. Ropes & Gray, LLP One International Place Boston, MA 02110  <b>- AND -</b>  W. Breck Weigel, Esq. Vorys Sater Seymour & Pease, LLP Atrium Two, Suite 2000 221 East Fourth Street Cincinnati, OH 45202

**25. What is the difference between objecting and asking to be excluded?**

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you cannot object to the settlement because the case no longer affects you, and you will not be eligible to apply for any benefits under the settlement.

**THE COURT’S FAIRNESS HEARING**

**26. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Fairness Hearing at 2:00 p.m. on **July 15, 2008**, at the United States District Court for the District of Massachusetts, Court Room No. 18, 1 Courthouse Way, Boston, Massachusetts. At the Fairness Hearing, the Court will consider whether the proposed settlement is fair, reasonable, and adequate. The Court also will consider Settlement Class Counsel’s request for attorneys’ fees, costs, and expenses. If there are

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objections, the Court will consider them. After the Fairness Hearing, the Court will decide whether to approve the proposed settlement and how much to award to Settlement Class Counsel as fees, costs, and expenses.

The Fairness Hearing may be moved to a different date without additional notice so it is recommended that you periodically check [www.TJXsettlement.com](http://www.TJXsettlement.com) for updated information.

### 27. Do I have to come to the hearing?

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

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

To speak at the Fairness Hearing, you must send a letter or other written document saying that the letter or document is your "Notice of Intent to Appear" in *In re TJX Companies Retail Security Breach Litigation*, Civil Action No. 07-10162, MDL No. 1838. Be sure to include your name, address, telephone number, and your signature. You also must include information about what you intend to say at the hearing. Please send copies of your "Notice of Intent to Appear" to the Court, Settlement Class Counsel, and Defendants' Counsel as listed in Question 24 above. It must be postmarked no later than **June 24, 2008**. The Court will decide if you will be allowed to speak at the Fairness Hearing.

## IF YOU DO NOTHING

### 29. What happens if I do nothing at all?

You have the right to do nothing. If you do nothing, you will still be able to participate in the TJX Special Event, described above in Question 13. However, you will not get any other benefits under this proposed settlement since the other benefits must be requested by making a claim as described above. In addition, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit, including any other class action lawsuit, against Defendants about the legal issues in this case, except as described under the NOTE in Question 18.

## GETTING MORE INFORMATION

### 30. How do I get more information about the proposed settlement?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at [www.TJXsettlement.com](http://www.TJXsettlement.com). You also may write with questions to TJX Settlement, PO Box 3775, Portland, OR 97208-3775. You can get any of the relevant claim forms at the website, or by calling the toll free number, 1-866-523-6770. Or, you can call Settlement Class Counsel, identified in Question 22.