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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

IN RE: TD Ameritrade Account Holder
Litigation,

This Document Relates to All Actions

Master File No. C-07-2852 VRW

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Date: December 23, 2010

Time: 11:00 a.m.

Place: Courtroom of the Honorable Vaughn
R. Walker

1 On _____, 2010, Plaintiffs filed a Motion for Preliminary Approval of Class
2 Settlement. The Court, having reviewed the motion, the Class Action Settlement Agreement
3 (hereinafter the “Agreement”), the pleadings and other papers on file in this action, and the
4 statements of counsel and the parties, hereby finds that the motion should be GRANTED.

5 NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

6 1. For purposes of this Order, except as otherwise set forth herein, the Court adopts
7 and incorporates the definitions contained in the Agreement.

8 2. The Court hereby gives its preliminary approval to the Agreement, subject to a
9 hearing on the final approval of the settlement (the “Fairness Hearing”).

10 3. Pursuant to Federal Rule of Civil Procedure 23, the Court provisionally certifies
11 the following class (the “Settlement Class”) for settlement purposes only:

12 All persons who are or were accountholders or prospective account holders of TD
13 Ameritrade and who provided physical or e-mail addresses to the Company on or
14 before September 14, 2007, except that any Person who properly files a Request
15 for Exclusion from the Settlement Class with the Claims Administrator under the
16 Settlement Agreement shall not be included in the Settlement Class or be a
17 Settlement Class Member and the Settlement Class also shall not include officers,
18 directors or employees of TD Ameritrade.

19 4. The Court further provisionally finds that the prerequisites to a class action under
20 Rule 23 are satisfied for settlement purposes in that:

21 a. There are millions of geographically dispersed Settlement Class Members,
22 making joinder of all members impracticable;

23 b. There are questions of law and fact common to the Settlement Class which
24 predominate over individual issues;

25 c. The claims or defenses of the class plaintiffs are typical of the claims or
26 defenses of the Settlement Class;

1 d. The plaintiffs will fairly and adequately protect the interests of the
2 Settlement Class, and have retained counsel experienced in class action litigation who have, and
3 will continue to, adequately represent the Settlement Class; and

4 e. A class action is superior to individual actions.

5 5. The Court finds that the settlement falls within the range of possible approval. The
6 Court further finds that there is a sufficient basis for notifying the Settlement Class of the
7 proposed settlement.

8 6. The Court hereby appoints plaintiffs Richard Holober and Brad Zigler as
9 representatives of the Settlement Class.

10 7. The Court appoints Gretchen M. Nelson of Kreindler & Kreindler LLP, Howard
11 Strong of the Law Offices of Howard Strong; David Parisi of Parisi & Havens LLP and Scott
12 Kamber of Kamber Law as Class Counsel and further appoints Ms. Nelson as counsel responsible
13 for receiving and acting on inquiries from Settlement Class Members.

14 8. The Court will conduct a Fairness Hearing on _____, 2011, at ____m.
15 The Fairness Hearing will be conducted to determine the following:

16 a. Whether the proposed settlement is fair, reasonable and adequate and
17 should be granted final approval;

18 b. Whether final judgment should be entered dismissing the claims of the
19 Settlement Class with prejudice as required by the Settlement Agreement; and

20 c. Such other matters as the Court may deem appropriate.

21 9. The Court approves the form of long form notice attached hereto as Exhibit A
22 (“Long Form Notice”) and the Court approves the form of summary notice attached hereto as
23 Exhibit B (“Summary Notice”); and the Court approves the form of notice for publication
24 attached hereto as Exhibit C (the “Publication Notice”). The Court finds that taken together,
25 mailing and emailing the Summary Notice, publication of the Publication Notice, and Internet
26 postings of the Long Form Notice are (i) the best practicable notice; (ii) reasonably calculated,
27 under the circumstances, to apprise Settlement Class members of the proposed settlement and of
28 their right to object or to exclude themselves from the proposed settlement and to make claims for

1 settlement benefits; (iii) reasonable and constitute due, adequate, and sufficient notice to all
2 persons entitled to receive notice; and (iv) meet all applicable requirements of due process, Rule
3 23 of the Federal Rules of Civil Procedure and any other applicable requirements under federal
4 law.

5 10. The Court appoints Rosenthal & Company LLC as the Claims Administrator.

6 11. The Claims Administrator shall provide notice of the settlement. The Claims
7 Administrator shall provide direct notice of the settlement to all members of the Settlement Class
8 within thirty (30) days of this Order. Such notice shall be sent either by U.S. mail postage
9 prepaid or by e-mail, at addresses provided by the Defendant to the Claims Administrator. The
10 Claims Administrator shall publish the Publication Notice in one daily and one weekend edition
11 of the USA Today within thirty (30) days of this Order. The Claims Administrator shall also
12 cause a copy of the Long Form Notice and Settlement Agreement to be posted on the internet at a
13 readily accessible website created specially for purposes of this litigation.

14 12. Each Settlement Class Member shall have the right to be excluded from the
15 Settlement Class by mailing a request for exclusion to the Claims Administrator, designated Class
16 Counsel and Defendant's Counsel postmarked no later than ninety (90) days from the date of this
17 Order. Requests for exclusion must be in writing and set forth the name and address of the person
18 who wishes to be excluded, the name of this case, and must be signed by the Settlement Class
19 Member seeking exclusion. By no later than one hundred (100) days from the date of this Order,
20 Class Counsel, with the assistance of the Claims Administrator, shall file with the Court a list of
21 all persons who have timely requested exclusion from the Settlement Class.

22 13. Any Settlement Class Member who does not properly and timely request exclusion
23 from the Settlement Class shall, upon final approval of the settlement be bound by the terms of
24 the Settlement Agreement so approved, including but not limited to the releases, waivers and
25 covenants described in the Agreement, whether or not such person or entity objected to the
26 settlement and whether or not such person or entity makes a claim upon the settlement funds.

27 14. Each Settlement Class Member who does not timely exclude himself or herself
28 from the Settlement Class shall have the right to object to the settlement by filing written

1 objections with the Court no later than ninety (90) days from the date of this Order, copies of
2 which shall be served on counsel for the Parties as described in the Long Form Notice. In
3 addition, any Settlement Class Member who wishes to be heard at the Fairness Hearing must so
4 state in his or her objection filed with the Court. Failure to timely file and serve written
5 objections will preclude a Settlement Class member from objecting to the settlement.

6 15. All briefs, memoranda and papers in support of final approval of the settlement
7 and any application for attorneys' fees and/or costs shall be filed no later than seventy-five (75)
8 days after entry of this Order. Responses to any objections filed by Settlement Class Members
9 shall be filed no later than one-hundred and five (105) days after entry of this Order.

10 16. All claims shall be submitted to the Claims Administrator no later than ninety (90)
11 days after the Fairness Hearing.

12 17. The Court retains exclusive jurisdiction over this action to consider all further
13 matters arising out of or connected with the settlement.

14 Dated: _____, 2010

15 _____
16 Hon. Vaughn R. Walker
United States District Judge

17 Respectfully Submitted By:

18 GRETCHEN M. NELSON (112566)
19 KREINDLER & KREINDLER LLP
20 707 Wilshire Boulevard, Suite 4100
Los Angeles, CA 90017
21 Telephone: (213) 622-6469
Telecopier: (213) 622-6019
22 Email: gnelson@kreindler.com

23 HOWARD STRONG, ESQ. (069641)
24 LAW OFFICES OF HOWARD STRONG
P.O. Box 570092
25 Tarzana, CA 91357-4031
Telephone: (818) 343-4434
26 Telecopier: (818) 343-7910
27 Email: stronglaw@gmail.com

1 DAVID C. PARISI, ESQ. (162248)
2 PARISI & HAVENS LLP
3 15233 Valleyheart Drive
4 Sherman Oaks, CA 91403
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6 Telecopier: (818) 501-7852
7 Email: dcparsi@parisihavens.com

8 SCOTT KAMBER, ESQ. (*pro hac vice*)
9 KAMBERLAW, LLC
10 100 Wall Street, 23rd Floor
11 New York, New York 10005
12 Telephone: (212) 920-3072
13 Telecopier: (212) 920-3081
14 Email: skamber@kamberlaw.com

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By: _____
Gretchen M. Nelson
Attorneys for Plaintiffs and the Settlement Class

EXHIBIT A

Exhibit A

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re TD Ameritrade Account Holder Litigation)
)
) Case No. C 07 2852 VRW
) CLASS ACTION
) Chief Judge Vaughn R. Walker

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

TO: All persons who are or were account holders of or prospective account holders and who provided physical or e-mail addresses to TD Ameritrade, Inc. on or before September 14, 2007 (the "Settlement Class").

PLEASE READ THIS NOTICE CAREFULLY. THIS IS NOT A NOTICE OF A LAWSUIT AGAINST YOU. YOU MAY BENEFIT FROM READING THIS NOTICE.

I. WHAT THIS SETTLEMENT IS ABOUT

These lawsuits were filed against TD Ameritrade, Inc. ("TD Ameritrade" the "Company" or "Defendant") in the District Court for the Northern District of California, San Francisco Division on behalf of the Settlement Class (the "Actions"). The consolidated complaint ("Complaint") alleges that an unauthorized third party acquired e-mail addresses of the Company's account holders that were then used by spammers to send unsolicited commercial emails promoting certain stocks. The Complaint seeks monetary and injunctive relief for any alleged injuries arising from the data breach, including alleged receipt of spam and identity theft, if it were to occur. Recovery is sought based upon alleged violations of the California Consumer Legal Remedies Act ("CLRA") (Cal. Civ. Code § 1782(a)), the California Unfair Competition Law ("UCL") (Cal. Bus. & Prof. Code §

17203), the Computer Fraud and Abuse Act (18 U.S.C. § 1030), the CAN SPAM Act (15 U.S.C § 7706(g)), the Nebraska Consumer Protection Act (NRS § 59-1602), and the Nebraska Uniform Deceptive Trade Practices Act (NRS § 87-302) and for alleged breach of fiduciary duty.

TD Ameritrade has asserted that the data breach, which was discovered and corrected in 2007, has not caused any class member to experience identity theft. However, sometimes the cause of a particular instance of identity theft can be difficult to determine and may never be known with certainty. Therefore, to resolve this dispute without further cost or delay, plaintiffs and TD Ameritrade have entered into a settlement that provides benefits to the eligible class members as described below. This settlement is not an admission of wrongdoing by any party.

If approved by the Court, the settlement will provide certain benefits to the Settlement

Class and a dismissal of the lawsuits and release of claims against the Company as described below.

Chief Judge Vaughn R. Walker has granted preliminary approval of the settlement, has conditionally certified the Settlement Class defined above and has scheduled a final fairness hearing which will take place on _____, 2011 at _____ a.m. in Room _____ of the District Court for the Northern District of California, San Francisco Division, 450 Golden Gate Ave., San Francisco, CA 94102.

This notice explains the nature of the lawsuit and the terms of the settlement and informs you of your legal rights and obligations.

Plaintiffs and Defendant have agreed to the settlement described below. If you do not wish to be part of the settlement, you must request to be excluded from the Settlement Class in the manner described below.

II. BENEFITS PROVIDED TO SETTLEMENT CLASS MEMBERS

A. Compensation

1. TD Ameritrade will provide compensation to Settlement Class Members who have suffered identity theft subject to the terms of the Settlement Agreement which are summarized below.

2. TD Ameritrade will pay a minimum of \$2.5 million and a maximum of \$6.5 million according to the terms of the Settlement Agreement. These amounts are inclusive of any award to plaintiffs' attorneys for fees and costs, which are subject to Court approval but cannot exceed \$500,000. No attorneys fees or costs will be paid if eligible claims by the Settlement

Class Members total the \$6.5 million maximum payment.

3. To be eligible for compensation, a Settlement Class Member must provide the information and documentation required in the Claim Form that is attached to this notice as Exhibit 1. The Claim Form also will be available on the settlement web site [] and by mailing a request to the Claims Administrator at [_____].

4. The Claim Form may be completed electronically using the settlement web site or may be sent to the Claims Administrator by regular mail or certified mail, return receipt requested. The Claim Form must be submitted or postmarked by _____, 2011. Further instructions for submitting a claim can be found in the Claim Form and on the settlement web site []. Contact information for the Claims Administrator is as follows: Rosenthal & Company LLC [address]

5. The following is the range of compensation for which a Settlement Class Member may submit a claim. The limits apply to the total amount of a claim that can be submitted by a Settlement Class Member, irrespective of the number of accounts that are involved in the alleged identity theft.

As used in this Notice, "Existing Account" means an account opened by a Settlement Class Member before the Settlement Class Member suffered identity theft involving that account. "Existing Credit or Debit Card Account" means a credit or debit account opened by a Settlement Class Member before the Settlement Class Member suffered identity theft involving that account. "New Account" means an account opened by

an unauthorized person as a result of identity theft, using the Settlement Class Member's identity.

a) If the only identity theft experienced by a Settlement Class Member involves an Existing Credit or Debit Card Account, the Settlement Class Member can claim \$50.

b) If a Settlement Class Member experiences identity theft involving a New Account or Existing Account other than an Existing Credit or Debit Card Account, the Settlement Class Member can claim (i) \$250; or (ii) any amount up to \$1,000 (inclusive of the \$250 minimum payment) if and to the extent the Settlement Class Member has incurred and is also claiming out-of-pocket expenses; or (iii) any amount up to \$2,500 (inclusive of the \$250 minimum payment and out-of-pocket expenses of up to \$1,000) if and to the extent the Settlement Class Member has incurred and is claiming unreimbursed losses on the account(s) involved in the identity theft.

c. Out-of-pocket expenses include costs such as telephone charges, copying, postage charges or other charges incurred in closing or correcting an account that was opened or affected as a result of identity theft. Unreimbursed losses include charges that a Settlement Class Member was obligated to pay on New Accounts or Existing Accounts other than Existing Credit or Debit Card Accounts as a result of identity theft and that the creditor refused to refund or waive after being notified by the Settlement Class Member that the charges were due to identity theft.

6. Class Counsels' attorneys fees and costs will be payable only to the extent that payments to Settlement Class Members and payments to Class Counsel do

not exceed \$6.5 million. By way of example, if the total amount of payments to Settlement Class Members is \$6.5 million, Class Counsel will not be paid any attorneys fees and costs. If the total amount of payments to Settlement Class Members is \$6,350,000, any award of attorneys fees and costs cannot exceed \$150,000. However, if the total amount of payments to Settlement Class Members is \$2,350,000, Class Counsel can receive an award of fees and costs of up to \$500,000, subject to Court approval.

7. In the event and to the extent that the amount of approved claims exceeds \$6.5 million, payments to Settlement Class Members will be reduced proportionately and no attorneys fees or costs will be paid to Class Counsel.

8. If the total amount of payments to Settlement Class Members and Class Counsel is less than \$2.5 million, then the difference between the total amount paid in claims and attorneys fees or costs and the \$2.5 million will be paid to the International Association of Privacy Officers, Center for Democracy and Technology, Identity Theft Resource Center, National Cyber Forensics & Training Alliance and Electronic Privacy Information Center, in equal parts. As an example, if the total amount of payments to Settlement Class Members is \$1 million and the Court awards Class Counsel \$500,000 in fees and costs, then TD Ameritrade will pay \$1 million to Settlement Class Members, \$500,000 to Class Counsel and an additional \$1 million to the organizations identified above. If the total amount of payments to Settlement Class Members and Class Counsel is at least \$2.5 million, then TD Ameritrade will not be required to make any

payments to the organizations identified above.

10. The Claims Administrator will determine which claims should be paid and the amount of compensation. If a Settlement Class Member disagrees with the decision of the Claims Administrator, the Settlement Class Member may request reconsideration of the decision from the Claims Administrator, TD Ameritrade and Class Counsel. Collectively, the Claims Administrator, TD Ameritrade and Class Counsel will decide any request for reconsideration based upon written submissions and their decision will be final and non-appealable.

10. Payments will be made to Settlement Class Members by check delivered by U.S. Mail after final approval of the settlement and final resolution of all claims. However, if by the deadline for the submission of claims, the total amount of claims submitted to the Claims Administrator is less than \$6.5 million, the Claims Administrator will pay claims after it makes its initial determination of the claims and before any requests for reconsideration are considered and resolved. As used herein, final approval of the settlement means the entry of an Order by the District Court approving the settlement that is no longer subject to appeal.

B. Information Technology Security Compliance Assessment

11. Within fourteen days of final approval of the settlement (“Expert Retention Date”), TD Ameritrade will retain Neohapsis (“Evaluator”), an information technology security consultant, at TD

Ameritrade’s expense to assess whether TD Ameritrade has met certain information technology security standards set forth in the Settlement Agreement. The Evaluator will be asked to complete its assessment within thirty days of the Expert Retention Date.

12. If the Evaluator determines that TD Ameritrade has not complied with one or more standards, it shall so advise TD Ameritrade, and the Company will correct the non-compliance.

13. When the Evaluator is satisfied that TD Ameritrade is in compliance with the Information Technology Security Standards, it will certify in writing that the Company is in compliance (“Certificate of Compliance”). The Certificate of Compliance will be filed in the Court file for this litigation and will be posted on the settlement website for thirty days. In its sole discretion, TD Ameritrade may also post the Certificate of Compliance on its website.

14 The Company’s Chief Information Security Officer will meet with the Evaluator at the conclusion of the Evaluator’s work and discuss the Evaluator’s findings.

III. RELEASE OF CLAIMS

If the Court approves the settlement, each Settlement Class Member shall be deemed to have released each Released Party (defined below) of and from any and all Released Claims.

Released Claims means any claim, allegation, right, demand, action or cause of action for damages of any kind (including, but not limited to, compensatory, consequential, special, statutory, exemplary

or punitive), injunctive relief, penalties, administrative remedies, or other form of relief based upon any statute, common law principle, rule or regulation of any governmental, regulatory or self-regulatory authority or organization or any other legal theory whatsoever, whether known or unknown, asserted or unasserted, latent or patent, that (i) is, has been or could have been asserted by the Releasing Parties against the Released Parties arising from or relating to any of the matters, events or facts alleged in the Actions and/or (ii) arises from or relates in any way to an alleged unauthorized disclosure to, or unauthorized acquisition by, any Person on or before September 14, 2007 of any information or data provided to Defendant by Plaintiffs and/or Settlement Class Members, including but not limited to claims based upon (x) the receipt of SPAM e-mail by Plaintiffs and/or Settlement Class Members, (y) any statements or alleged misrepresentations or omissions in Defendant's privacy statement and/or (z) any alleged increased risk of identity theft or actual identity theft. This release does not release or purport to release any claims of a governmental entity.

Released Party(ies) means TD Ameritrade, its predecessors, successors, assigns, its past, present and future parents, subsidiaries, affiliates, divisions, departments, and all of the past, present and future officers, directors, employees, stockholders, partners, agents, servants, successors, attorneys, auditors, consultants, representatives, insurers, and subrogees, of any and all of the foregoing.

IV. ATTORNEYS FEES AND COSTS

Class counsel will file a petition for an award of attorneys fees and cost. The Court will determine the amount of the award, but the total amount cannot exceed \$500,000. The award will be paid by TD Ameritrade, but only to the extent that the amount of compensation paid to the Settlement Class and any award of attorneys fees and costs does not exceed a total of \$6.5 million dollars.

V. CLASS COUNSEL'S OPINION OF THE SETTLEMENT

As part of this litigation, the Court-approved Class Counsel has conducted an investigation and discovery into the claims of the Settlement Class members and the defenses that might be asserted thereto. The investigation has included the deposition of a representative of the Company; a review of certain relevant documents produced by the Company; and an analysis of relevant legal issues. Based on this investigation, Class Counsel believes that the settlement is fair, reasonable and adequate and in the best interests of the Settlement Class. Class Counsel have taken into account the expense and length of continued proceedings necessary to continue to prosecute this case through verdict, judgment and appeals and the uncertainty and risk of the outcome of continued litigation, especially in complex actions such as these as well as the difficulties and delays inherent in such actions. In addition, the Court appointed Magistrate Judge Joseph C. Spero to facilitate settlement discussions and this settlement was only achieved after lengthy arms-length negotiations before the Magistrate Judge.

VI. FAIRNESS HEARING

A hearing will be held on the fairness of the

proposed settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement, including the amount of any award to Class Counsel for costs and attorney's fees. The hearing will take place on _____ at _____ a.m. before Chief Judge Vaughn R. Walker in Room _____ of the United States District Court for the Northern Division of California, San Francisco Division, 450 Golden Gate Ave., San Francisco, CA 94102. YOU ARE NOT OBLIGATED TO ATTEND THIS HEARING UNLESS YOU PLAN TO OBJECT TO THE SETTLEMENT AND WISH TO PRESENT AN ARGUMENT TO THE COURT AS TO YOUR OBJECTION.

If the settlement is not approved, the case will proceed. There can be no assurance that if the settlement is not approved, the Settlement Class will recover more than is provided in the settlement, or indeed, anything.

VII. WHO REPRESENTS YOU

The Court has approved several law firms to represent the Settlement Class. The Class Counsel who is designated to respond to questions from Settlement Class Members is identified below. 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 to advise you as to your rights under the settlement.

Class Counsel:

Gretchen M. Nelson
Kreindler & Kreindler LLP
707 Wilshire Blvd., Suite 4100
Los Angeles, CA 90017
213-622-6469

VIII. YOUR OPTIONS

A. Remain in the Settlement Class.

If you wish to receive the relief provided under the settlement, you should remain in the Settlement Class. You do not have to take any action to remain in the Settlement Class. However, in order to be eligible for monetary compensation as described above, you must complete the required Claim Form and submit it to the Claims Administrator by no later than [90 days after the Fairness Hearing] .

B. Exclude Yourself From the Settlement Class.

You have the right to exclude yourself from the class action settlement by completing and returning a request for exclusion to the Claims Administrator, Rosenthal & Company LLC [____], at _____, by _____, 2011. By excluding yourself from the settlement, you will not be legally entitled to receive any of the benefits provided under the settlement and will not be allowed to submit any objections to the settlement. If certain conditions to the Settlement Agreement do not occur, the Company will have the option of withdrawing from the settlement The request for exclusion must be postmarked by _____, 2011 and must list your name, address, and the name and number of this case. The requests for exclusion must be personally signed by the person requesting exclusion. You must also mail copies of the request for exclusion to each of the attorneys whose address is provided below, and such mailing must be postmarked by _____ 2011.

Class Counsel:

Gretchen M. Nelson

Kreindler & Kreindler LLP
707 Wilshire Blvd., Suite 4100
Los Angeles, CA 90017

Defendant's Counsel

Robert J. Kriss
Mayer Brown LLP
71 South Wacker
Chicago, Illinois 60606

C. You May Object to the Settlement.

To submit an objection to the settlement, you must file your written objection with the Clerk of the United States District Court for the Northern District of California, 450 Golden Gate Ave., San Francisco, CA 94102. The objection must be filed with the Clerk of the Court on or before _____, 2011 and must refer to the name and number of this case. You must also send a copy of your objection by first class mail to Class Counsel and Defendant's Counsel listed above, and such mailing must be postmarked by _____, 2011. Any objection must include your name and address, telephone number and a statement of the reasons why you believe that the Court should find that the proposed settlement is not fair or is not in the best interests of the Settlement Class. You must also submit proof of class membership. You may also appear at the hearing before Chief Judge Vaughn R. Walker on _____ at _____ a.m. and request to be heard by the Court as to your objection. If you wish to be heard by the Court at the Fairness Hearing, you must so indicate in your objection filed with the Court. **YOU ARE NOT REQUIRED TO ATTEND THIS HEARING UNLESS YOU WISH TO PRESENT AN ARGUMENT TO THE COURT AS TO**

YOUR OBJECTION. PLEASE NOTE THAT IT IS NOT SUFFICIENT TO SIMPLY STATE THAT YOU OBJECT. YOUR OBJECTION SHOULD STATE THE REASONS WHY YOU OBJECT TO THE SETTLEMENT OR WHY IT SHOULD NOT BE APPROVED.

If the Court approves the settlement, persons who objected to the settlement will be bound by its terms, including but not limited to the Release of Claims described above. If you do not wish to receive the benefits and provide the Release of Claims described above, you should request exclusion from the Settlement Class according to the procedures described above. You may **not** object to the settlement and also ask to be excluded from the settlement. Any submission that asserts an objection and a request for exclusion will be treated as an objection. An objector will be bound by the Settlement Agreement if it is approved by the Court.

IX. THIS NOTICE ONLY PROVIDES A GENERAL DESCRIPTION

This description of the case contained in this notice is general and does not cover all of the issues and proceedings thus far. In order to see the complete file, including a copy of the Settlement Agreement, you should visit the office of the Clerk of the United States District Court of the Northern District of California, San Francisco Division, 450 Golden Gate Ave., San Francisco, CA 94102. The Clerk will make the files relating to this lawsuit available to you for inspection and copying at your own expense. You may also review the filings by accessing the public electronic records through PACER (Public Access to Court Electronic Records) [insert

url]. Certain documents are also available on the settlement website: _____

X. INQUIRIES

Any questions you or your attorney may have concerning this notice should be directed to Class Counsel at the address listed above. Please include the case name and number, and your name and your current return address on any letters, not just the envelopes. You may also contact Class Counsel at 213-622-6469. Information is also available on the settlement website: _____

Please do not contact the Court Clerk or Defendant's Counsel; as they are not in a position to give you any advice about this settlement.

By Order of the Court Dated: _____, 2009

HONORABLE CHIEF JUDGE
VAUGHN R. WALKER

DISTRICT COURT FOR THE
NORTHERN DISTRICT OF
CALIFORNIA, SAN FRANCISCO
DIVISION

EXHIBIT 1

TDA



Claim #: TDA-100000001 1
First1 Last1
c/o
Addr1 Addr2
City, ST Zip Country

Name/Address Changes (if any):

First Name Last Name

Address

City State Zip

CLAIM FORM

**Your Claim Must be Postmarked or Completed
Electronically on the Settlement Website
No Later than _____**

Please read the Full Notice (available at [www.\[URL\].com](http://www.[URL].com)) carefully before filling out this Form.

1. WHAT THIS CLAIM FORM CONCERNS

The Notice of Proposed Class Action Settlement (the "Notice") describes the settlement of a class action lawsuit involving a data breach at TD Ameritrade that was discovered in 2007 and subsequently corrected. Although TD Ameritrade has no evidence linking the data breach to instances of identity theft and denies that the data breach has caused any class member to experience identity theft, sometimes the cause of a particular instance of identity theft can be difficult to determine and may never be known with certainty. Therefore, to resolve this dispute without further cost or delay, plaintiffs and TD Ameritrade have entered into a settlement that provides benefits to eligible class members as described below.

These are the instructions and Claim Form that will allow you to participate in and receive the benefits of the settlement.

Identity theft may involve unauthorized use of an account you opened ("Existing Account") or unauthorized use of a new account opened by an unauthorized person using your identity ("New Account"). The types of accounts for which you may be entitled to receive settlement benefits include bank accounts, brokerage accounts, credit or debit card accounts or any other accounts where identity theft occurred.

If the only identity theft you experienced involved an Existing Credit or Debit Card Account, you may recover \$50 if you provide the required information described below.

For cases of identity theft involving New Accounts or Existing Accounts other than Existing Credit or Debit Card Accounts, you may recover a minimum payment of \$250. In addition, you may be entitled to recover out-of-pocket expenses, and unreimbursed losses if you provide additional information required in the Claim Form relating to those items of compensation. Out-of-pocket expenses include costs such as telephone charges, copying, postage charges or other charges incurred in closing or correcting an account that was opened or affected as a result of identity theft. Unreimbursed losses are charges you were obligated to pay on New Accounts or Existing Accounts other than Existing Credit or Debit Card Accounts as a result of identity theft and that the creditor refused to refund or waive after being notified by you that such charges were due to identity theft. You may recover up to \$1,000 in out-of-pocket costs, which includes the \$250 minimum payment. If you incurred unreimbursed losses, you may recover up to \$2,500, which includes the \$250 minimum payment and any of out-of-pocket expenses up to \$1,000, if you also are making a claim for out-of-pocket expenses. **These limits apply to the total amount of a claim that you can submit, irrespective of the number of accounts that are involved in your identity theft.**

All claimants must provide the information requested in Sections I and II of the Claim Form. In addition, you must check one of the requests for compensation set forth in Section III(A) below and provide the information described in Section III that is required to support the type of request for compensation that you are making.

The total amount available for payment of claims is \$6.5 million. If the total claims exceed \$6.5 million, payments to claimants will be reduced proportionately.

QUESTIONS OR NEED HELP?

CALL THE CLAIMS ADMINISTRATOR AT 1-800-XXX-XXXX OR VISIT [WWW.\[URL\].COM](http://WWW.[URL].COM)

An independent third party called a "Claims Administrator" has been appointed by the Court to review your claim. The settlement between the parties provides compensation to those who submit valid and reasonable claims as determined by the Claims Administrator. The Claims Administrator will review your claim form in its entirety and the documents you submit to evaluate the eligibility of your claim for payment.

The Claims Administrator will determine whether a claim is reasonable, valid, and payable before paying a claim. The information that you supply below may be checked by the Claims Administrator. By filling out this Claim Form and signing the statement at the end, you are authorizing a representative from the Claims Administrator to contact you to confirm the information provided and to seek further information, if necessary, to approve your claim.

3. HOW YOU CAN QUALIFY FOR AND RECEIVE A PAYMENT.

In order to be eligible for any compensation from the settlement, you must:

- Complete this Claim Form;
- Sign the verification statement in Section IV; and
- Return this Claim Form together with copies of your supporting documentation on or before _____, 2010. You may send this Claim Form to the Claims Administrator by completing the form electronically on the Settlement Website or by sending the Claim Form and supporting documentation to the Claims Administrator by regular mail, or certified mail, return receipt requested. Instructions for completing this Claim Form electronically can be found at [web site address of the Claims Administrator].

Please keep a copy of your completed Claim Form and copies of any attached documentation for your records.

THE INFORMATION PROVIDED ON THIS FORM WILL ONLY BE USED TO PROCESS THIS CLAIM AND WILL BE KEPT CONFIDENTIAL.

I. YOUR INFORMATION

Name of Person Submitting Claim: _____

Address: _____

Telephone Number: (work) (____) _____

(home) (____) _____

Email Address: _____

I Received Notice of Class Action Settlement By

Regular Mail; Address on the Notice if it is different than shown above

Email; Address on the Notice if it is different than shown above

Newspaper Advertisement or Internet

II. INFORMATION CONCERNING IDENTITY THEFT

A. I provided my social security number to TD Ameritrade Inc, or its predecessor companies, Ameritrade Inc. or TD Waterhouse, or Datek, on or before September 14, 2007.

B. I was the victim of identity theft that was carried out by a person whom I did not know. I learned about the identity theft in _____ [Insert Approximate Date Including Month And Year].

C. If Existing Credit or Debit Accounts (accounts you opened) were involved in the identity theft, describe the accounts below. Please include the last five digits of the account number and the name of the company that maintained the account (e.g., Account Number 12345, Citibank VISA).

Last five digits of account _____ Company Name _____

Last five digits of account _____ Company Name _____

D. If New Accounts (new accounts opened by an unauthorized person using your identity) or Existing Accounts (accounts you opened) other than Existing Debit or Credit Card Accounts were involved in the identity theft, describe the accounts below. Please include the last five digits of the account number and the name of the company, that maintained the account (e.g., Account Number 12345, Bank of America VISA).

Last five digits of account _____ Company Name _____

Last five digits of account _____ Company Name _____

See attachment _____ for any additional account information.

E. Attached are copies of documents that support my claim that I was the victim of identity theft involving the Accounts listed above. (Note: Be sure to blackout all but the last five digits of the card numbers set forth in the documents you attach.) You should provide to the Claims Administrator a copy of any police report or other report to a government agency such as the FTC or the FBI or U.S. Postal Service or a letter or affidavit from a credit card company or bank or other creditor stating that account charges were fraudulent due to identity theft. If you are unable to provide the type of documentation described above, but are able to provide to the Claims Administrator another type of documentation that shows you were a victim of identity theft, the Claims Administrator will consider other documentation you provide. However, your claim is more likely to be approved if you are able to submit to the Claims Administrator a police report or other report to a government agency such as the FTC or a letter or affidavit from a credit card company or other creditor stating that account charges were fraudulent due to identity theft

F. Was it ever determined how the person who committed identity theft obtained your personal information?

Yes No. If yes, what did you learn?

G. If you are making a claim based upon identity theft involving an Existing Credit or Debit Card Account, was your credit or debit card lost or stolen within one year before unauthorized charges were made on your Existing Credit or Debit Card Account?

Yes No

H. If you are making a claim based upon identity theft involving an Existing Credit or Debit Card Account, did you obtain a new credit card account number within 14 days of learning about the unauthorized charges on your Existing Credit or Debit Card Account?

Yes No. If yes, what were the last five numbers of the new credit or debit card?

Last five digits of account _____

III. COMPENSATION

A. I CLAIM ONE OF THE FOUR FOLLOWING AMOUNTS, BASED ON WHAT HAPPENED TO ME (You may only choose one and your claim is limited to the amount identified in your selection.)

Check ONE of the following four categories and fill in the corresponding blank:

1. I AM SUBMITTING A CLAIM FOR \$50. I have provided the information requested in Sections I and II above and the only accounts that were involved in the identity theft were Existing Credit or Debit Card Accounts. Please check which of the following is applicable to you:

(a) My debit or credit card was not lost or stolen within one year before unauthorized charges were made on my Existing Credit or Debit Card Account. I obtained a new credit or debit card account number within 14 days after learning about the unauthorized charges on my Existing Credit or Debit Card Account. I have no information that my credit or debit card numbers were stolen from my card or stolen from information about my credit or debit cards supplied to others.

(b) I cannot check (a) above. However, I have other information or evidence that the unauthorized charges were not the result of the following (i) lost or stolen credit or debit card, or, (ii) theft of my credit or debit card numbers from my card or information about my card that I supplied to others. I have submitted that information or evidence with this Claim Form. I understand that the Claims Administrator will evaluate the information or evidence submitted and determine if my Claim is valid in accord with the terms of the settlement, but I also understand that if the alternative evidence I have submitted is not persuasive, the Claims Administrator will likely reject my claim.

2. I AM SUBMITTING A CLAIM FOR THE \$250 MINIMUM PAYMENT. I have provided the information requested in Sections I and II and a New Account or an Existing Account other an Existing Credit or Debit Card

Account was involved in the identity theft I experienced. However, I do not have a document showing that I incurred any out-of-pocket expenses or unreimbursed losses as a result of the identity theft or do not wish to make a claim for out-of-pocket expenses or unreimbursed losses for some other reason.

3. **I AM SUBMITTING A CLAIM FOR UP TO \$1,000 INCLUDING THE \$250 MINIMUM PAYMENT.** I have provided the information requested in Sections I and II and a New Account or an Existing Account other than an Existing Credit or Debit Card Account was involved in the identity theft I experienced. I have submitted the information concerning out-of-pocket expenses requested in item III B(1) below. The total amount of my claim, including the \$250 minimum payment, is \$ _____.
4. **I AM SUBMITTING A CLAIM FOR UP TO \$2,500 INCLUDING THE \$250 MINIMUM PAYMENT AND ANY OUT OF POCKET EXPENSES UP TO \$1,000 AND UNREIMBURSED LOSSES.** I have provided the information requested in Sections I and II and a New Account or an Existing Account other than an Existing Credit or Debit Card Account was involved in the identity theft I experienced. I have submitted the information concerning unreimbursed losses requested in items III B(2) and B(3) below. If I also am making a claim for out-of-pocket expenses, I have submitted the information requested in item III B(1) below.) The total amount of my claim, including the \$250 minimum payment and out-of-pocket expenses, is \$ _____.

B. INFORMATION SUPPORTING CLAIM FOR OUT-OF-POCKET EXPENSES AND/OR UNREIMBURSED LOSSES FOR IDENTITY THEFT INVOLVING NEW ACCOUNTS OR EXISTING ACCOUNTS OTHER THAN EXISTING CREDIT OR DEBIT CARD ACCOUNTS.

1. Itemized below are the specific out-of-pocket expenses I incurred in dealing with the identity theft for which I am requesting reimbursement (e.g., copying and document delivery costs, telephone charges, legal expenses, etc.), and attached are documents that show I incurred these expenses. (Note: Be sure to blackout all but the last five digits of any credit or debit card account number shown in the documents.)

	<u>Amount</u>	<u>Date</u>	<u>Description</u>
A.	\$ _____	_____	_____
B.	\$ _____	_____	_____
C.	\$ _____	_____	_____

(See Attachment ___ for Additional Expenses.)

2. Itemized below are the specific unreimbursed losses I incurred that were the result of the identity theft for which I am requesting reimbursement (e.g. charges by an unauthorized person that the bank, vendor or card issuer refused to waive or excuse). (Note: Be sure to blackout all but the last five digits of any credit or debit card account number shown in the documents.)

	<u>Amount</u>	<u>Date</u>	<u>Description</u>
A.	\$ _____	_____	_____
B.	\$ _____	_____	_____
C.	\$ _____	_____	_____

(See Attachment ___ for Additional Expenses.)

3. For every unreimbursed loss you have listed in item B2, please attach copies of (a) documents showing that you attempted to explain to the creditor that you should not be held responsible for the charges because they were the result of the identity theft and/or (b) documents showing the creditor's refusal to excuse or waive the charges. (Note: Be sure to blackout all but the last five digits of any credit or debit card account number shown in the documents.)

IV. VERIFICATION

I hereby acknowledge that I am submitting this Claim Form in a legal proceeding, and I certify under penalty of perjury that the contents of this Claim Form are true and accurate to the best of my knowledge and understanding. I have read and understand the Notice. I understand that, by submitting this claim, I am submitting to the jurisdiction of the Court to adjudicate this claim and I am bound by the releases contained in the Settlement Agreement.

Finally, I understand that the above information will be reviewed and verified by the Claims Administrator. I hereby authorize a representative from the Claims Administrator to contact me for more information, if necessary.

Signature

Date (mm/dd/yyyy)

Please keep a copy of your completed Claim Form and copies of any attached documentation for your records.

If you would like confirmation that your Claim Form has been received, then you may send it by certified mail, return receipt requested. Alternatively, if you supply a current e-mail address and request confirmation by marking an "X" in the blank below, the Claims Administrator will send you an e-mail confirmation of receipt of your Claim Form within seven (7) days of receiving it. You may also call the Claims Administrator at the above number.

I request that the Claims Administrator confirm receipt of my Claim Form by sending me an e-mail at the following e-mail address:

EXHIBIT B

Exhibit B

**To All Account Holders
Or Prospective Account Holders
Who Provided PHYSICAL OR
E-MAIL ADDRESSES To TD
Ameritrade, Inc.
On Or Before September 14, 2007.**

**Your Rights Might Be Affected
By A Class Action Settlement.**

The back of this card provides
a summary of the proposed settlement, including how
you may obtain monetary benefits from the settlement

TD Ameritrade Settlement Administrator
P.O. Box 61xx
Novato, CA 94948-61xx

First Class
US Postage
Permit # xx
Location



Postal Service: Please do not mark barcode.

First Last
c/o Name
Address
City, State ZipCode



Exhibit B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

CLAIM CODE: 12345678901234

In re TD Ameritrade Account Holder Litigation, Case No. C 07 2852 VRW

WHAT THIS SETTLEMENT IS ABOUT: These lawsuits were filed in the U. S. District Court, Northern California District, San Francisco Division, against TD Ameritrade, Inc., et al. (the "Company" or "Defendant") on behalf of the Settlement Class. The consolidated complaint ("Complaint") alleges that an unauthorized third party acquired e-mail addresses of the Company's accountholders that were then used by spammers to send unsolicited commercial emails promoting certain stocks. The Complaint seeks monetary and injunctive relief for any alleged injuries arising from the data breach, including alleged receipt of spam and identity theft, if it were to occur. Recovery is sought based upon the alleged violation of various state and federal laws and alleged breach of fiduciary duty. The Company denies any liability in the matter and has no evidence that the data breach has resulted in identity theft. To resolve this matter without the expense and uncertainties of litigation, the Parties have reached a proposed settlement. This settlement is not an admission of wrongdoing by any party.

If approved, the proposed settlement will provide various benefits to the Settlement Class, including compensation for Settlement Class Members who suffered identity theft. To be eligible for compensation, Settlement Class Members must complete a Claim Form that will be available as described below and send the completed Claim Form to the Claims Administrator by no later than _____, 2011. Eligibility and the amount of compensation will be determined by a Claims Administrator and will depend upon various factors explained in the Claim Form and the full Notice of Class Action and Proposed Settlement (the "Notice"), which are available as described below. Compensation paid to an individual claimant can range from \$50 to \$2,500. Total compensation paid to all claimants will not exceed \$6.5 million, inclusive of any attorneys fees or cost award. The Company is required to pay no less than \$2.5 million in settlement benefits. In addition, the Company will retain an independent information technology security consultant to assess whether the Company has met certain information technology security standards.

In return for these benefits, the lawsuits will be dismissed and members of the Settlement Class who do not exclude themselves from this settlement according to the procedures described below will be deemed to have released all claims against the Company relating to the unauthorized acquisition of e-mail addresses and any other customer information and/or the receipt of SPAM e-mails, identity theft and any increased risk of identity theft.

THIS IS ONLY A SUMMARY NOTICE: For more information about the settlement, including details of how to obtain and complete a Claim Form, the release, provisions for attorneys fees and costs, and other pertinent information, you may obtain a copy of the Notice by visiting the settlement website: _____ or by mailing a request for the Notice to: TD Ameritrade Claims Administrator, c/o [Rosenthal & Company LLC _____]

WHO REPRESENTS THE CLASS: The Court has appointed several lawyers to represent the Settlement Class. You may hire your own attorney if you wish, however you will be responsible for that attorney's fees and expenses.

FAIRNESS HEARING: A hearing will be held on _____, 2011 at ____ p.m. before Chief Judge Vaughn R. Walker in Room _____ of the U.S. District Court, Northern California District, San Francisco Division, 450 Golden Gate Ave., San Francisco, CA 94102, to determine the fairness of the proposed settlement, including the amount of any award to Class Counsel for costs and attorney's fees. The date for the hearing may be changed without notice. **YOU ARE NOT OBLIGATED TO ATTEND THIS HEARING.**

TO EXCLUDE YOURSELF FROM THE CLASS OR TO OBJECT TO THE SETTLEMENT: If you are a member of the Settlement Class you have the right to **exclude yourself** from both the Settlement Class and the settlement by following certain procedures described in the Notice, including but not limited to filing a written request for exclusion. Requests for exclusions must be submitted to the Claims Administrator by no later than _____, 2011. If you do not exclude yourself and you wish to **object to the settlement** you must timely file your objection in writing. Objections must be filed with the Clerk of the U.S. District Court, Northern California District, San Francisco Division, 450 Golden Gate Ave., San Francisco, CA 94102, by no later than _____, 2011. You also must follow the other procedures described in the Notice.

Upon final approval of the settlement by the Court, if you are a member of the Settlement Class and have not validly excluded yourself, your claims against Defendant and its affiliates, their predecessors and successors will be released and you will be entitled to the benefits described above.

For more information, or to obtain a copy of the Settlement Agreement and other documents filed with the court, you can view the court file in the Clerk's Office, visit the settlement website: _____ or contact Class Counsel at 866-_____. **Please Do Not Contact The Court Or The Clerk Of The Court Concerning This Notice.**

By Order of the US District Court, Dated: _____, 2010

THE HONORABLE CHIEF JUDGE VAUGHN R. WALKER

Exhibit B

Please carefully separate at perforation.

Address Correction Form

If your name or address is different from that shown below,
please enter the new information on the lines provided
and mail this card to the address shown on the reverse side.

Name and/or Address Change (if needed):

First Last

c/o Name

Address

City, State Zip Code

First Class
Postcard
Postage
Required

TD Ameritrade Settlement Administrator
P.O. Box 61xx
Novato, CA 94948-61xx

EXHIBIT C

Exhibit C

IF YOU ARE OR WERE AN ACCOUNTHOLDER OF OR PROSPECTIVE ACCOUNTHOLDER WHO PROVIDED PHYSICAL OR E-MAIL ADDRESSES TO TD AMERITRADE, INC. ON OR BEFORE SEPTEMBER 14, 2007, YOUR RIGHTS MIGHT BE AFFECTED BY A CLASS ACTION SETTLEMENT

IN THE UNITED STATES DISTRICT COURT OF NORTHERN CALIFORNIA, SAN FRANCISCO DIVISION
In re TD Ameritrade Account Holder Litigation, Case No. C 07 2852 VRW

SUMMARY NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

TO: All persons who are or were account holders of or prospective account holders who provided physical or e-mail addresses to TD Ameritrade, Inc. on or before September 14, 2007 (the "Settlement Class").

WHAT THIS SETTLEMENT IS ABOUT These lawsuits were filed against TD Ameritrade, Inc., et al. (the "Company" or "Defendant") on behalf of the Settlement Class. The consolidated complaint ("Complaint") alleges that an unauthorized third party acquired e-mail addresses of the Company's accountholders that were then used by spammers to send unsolicited commercial emails promoting certain stocks. The Complaint seeks monetary and injunctive relief for any alleged injuries arising from the data breach, including alleged receipt of spam and identity theft, if it were to occur. Recovery is sought based upon the alleged violation of various state and federal laws and alleged breach of fiduciary duty. The Company denies any liability in the matter and has no evidence that the data breach has resulted in identity theft. To resolve this matter without the expense and uncertainties of litigation, the Parties have reached a proposed settlement. This settlement is not an admission of wrongdoing by any party.

WHAT THIS SETTLEMENT PROVIDES If the settlement is approved by the Court, the settlement will provide various benefits to the Settlement Class, including compensation for Settlement Class Members who suffered identity theft. To be eligible for compensation, Settlement Class Members must complete a Claim Form that will be available as described below and send the completed Claim Form or submit it electronically to the Claims Administrator by no later than _____, 2011. Eligibility and the amount of compensation will be determined by a Claims Administrator and will depend upon various factors explained in the Claim Form and the full Notice of Proposed Class Action Settlement (the "Notice"), which are available as described below. Compensation paid to an individual claimant can range from \$50 to \$2,500. Total compensation paid to all claimants will not exceed \$6.5 million, inclusive of any attorneys fees or cost award. The Company is required to pay no less than \$2.5 million in settlement benefits. In addition, the Company will retain an independent information technology security consultant to assess whether the Company has met certain information technology security standards.

In return for these benefits, the lawsuits will be dismissed and members of the Settlement Class who do not exclude themselves from this settlement according to the procedures described below will be deemed to have released all claims against the Company relating to the unauthorized acquisition of e-mail addresses and any other customer information and/or the receipt of SPAM e-mails, identity theft and any increased risk of identity theft.

THIS IS ONLY A SUMMARY NOTICE The details of how to obtain and complete a Claim Form, the release, provisions for

attorneys fees and costs, and other pertinent information about the terms of the settlement are set forth in the Notice. **You may obtain a copy of the Notice by visiting the settlement website: _____ or by mailing a request for the Notice to the Claims Administrator: [Rosenthal & Company LLC _____].**

WHO REPRESENTS the Members of the Class? The Court has appointed several lawyers to represent the Settlement Class. the Class Counsel who is designated to respond to questions is Gretchen M. Nelson of Kreindler & Kreindler LLP. You may hire your own attorney if you wish, however you will be responsible for that attorney's fees and expenses.

FAIRNESS HEARING A hearing will be held on _____, 2011 at ____ p.m. before Chief Judge Vaughn R. Walker in Room _____ of the U.S. District Court for the Northern Division of California, San Francisco Division, 450 Golden Gate Ave., San Francisco, CA 94102, to determine the fairness of the proposed settlement, including the amount of any award to Class Counsel for costs and attorney's fees. The date for the hearing may be changed without notice. **YOU ARE NOT OBLIGATED TO ATTEND THIS HEARING.**

TO OBJECT TO THE SETTLEMENT If you are a member of the Settlement Class and wish to comment on or object to the settlement you must timely file your objection or comments in writing with the Clerk of the U.S. District Court for the Northern Division of California, San Francisco Division, 450 Golden Gate Ave., San Francisco, CA 94102, on or before _____ and follow other procedures described in the Notice.

TO EXCLUDE YOURSELF FROM THE CLASS If you are a member of the Settlement Class, you have the right to exclude yourself from both the Settlement Class and the settlement by following certain procedures described in the Notice, including but not limited to sending a written request for exclusion with the Claims Administrator at the address above, on or before _____.

For more information, or to obtain a copy of the Settlement Agreement and other documents filed with the court, you can view the court file in the Clerk's Office, visit the settlement website: _____ or contact Class Counsel at 866-_____. **Please Do Not Contact The Court Or The Clerk Of The Court Concerning This Notice.**

By Order of the Court Dated: _____, 2010

THE HONORABLE CHIEF JUDGE VAUGHN R. WALKER
U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT
OF CALIFORNIA, SAN FRANCISCO DIVISION