

If You Shopped at Target from November 27 through December 18, 2013 or Received Notice That Your Personal Information Was Compromised,

You Could Get Money from a Data Breach Settlement.

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

- A settlement has been proposed in lawsuits against Target Corporation (“Target”) relating to Target customers whose credit/debit card information or personal information was stolen as a result of a data breach that was first disclosed on December 19, 2013 (“Target Data Breach”).
- The \$10 million Settlement Fund will provide payments to consumers who have had losses caused by the Target Data Breach. If you are included, you can choose between two types of payments. If you have documentation, you can receive reimbursement of losses up to \$10,000. If you do not have documentation, you may be eligible for an equal share of the Settlement Fund remaining after payment of claims for documented losses and service payments (*see* Question 6).

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 a payment.
ASK TO BE EXCLUDED	Get no benefits. This is the only option that may allow you to sue Target over the claims being resolved by this settlement.
OBJECT	Write to the Court about why you don’t think the settlement is fair, reasonable, and adequate.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
IF YOU DO NOTHING	Get no benefits. Give up your rights to sue Target about the legal claims in this case.

- **Your rights and options — and the deadlines to exercise them — are explained in this notice.**
- The Court still must decide whether to approve the settlement. Payments will be made after the Court grants final approval of the settlement and any appeals are resolved. Please be patient.

BASIC INFORMATION

1. Why is there a notice?

A Court authorized this notice because you have a right to know about a proposed settlement in several lawsuits against Target and all of your options before the 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 obligations.

The lawsuits were brought on behalf of consumers whose credit/debit card information or personal information was stolen as a result of the Target Data Breach. Judge Paul A. Magnuson of the United States District Court for the District of Minnesota is overseeing this litigation. The litigation is known as *In re: Target Corporation Customer Data Security Breach Litigation*, No. 14-2522. The people who sued are called the “Plaintiffs.” Target is the “Defendant.”

2. What is this lawsuit about?

On December 19, 2013, Target announced that it had been the victim of a criminal attack on its computer network by third-party intruders who stole payment card data from Target shoppers who shopped at Target from November 27 through December 18, 2013. The intruders also stole personal information, such as email and home addresses from other Target customers. Plaintiffs claim that Target did not adequately protect their payment card data and personal information and that Target delayed in providing notice of the data breach.

Target denies any wrongdoing, and no court or other 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 people called “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 settlement class.

4. Why is there a settlement?

The Court has not decided in favor of Plaintiffs or Target. Instead, both sides agreed to a settlement. Settlements avoid the costs and uncertainty of a trial and related appeals, while providing benefits to members of the Settlement Class. Settlement Class Representatives and the attorneys for the Settlement Class (“Settlement Class Counsel,” *see* Question 15) think the settlement is best for all Settlement 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 Settlement Class and affected by the settlement if your credit/debit card information and/or your personal information was stolen as a result of the Target Data Breach.

QUESTIONS? CALL 1-866-680-5931 OR VISIT WWW.TARGETBREACHSETTLEMENT.COM

You are a member of the Settlement Class if:

- You shopped at a Target store and used your credit or debit card from November 27 through December 18, 2013;
- You provided your contact information to Target any time before December 18, 2013; or
- Your bank, credit card company, or other financial institution issued you a new credit or debit card shortly after December 2013; and the letter accompanying the new card said that your old card may have been compromised.

If you received a notice directly about the Target Data Breach, you are a Class Member.

Excluded from the settlement are:

- Officers and directors of Target;
- The Court and any judicial staff involved in the lawsuits; and
- Any Class Member who opts out (*see* Question 12).

THE SETTLEMENT BENEFITS

6. What does the settlement provide?

Target will pay \$10 million into a Settlement Fund to make payments to eligible Settlement Class Members and service payments to the Settlement Class Representatives (*see* Question 16). Target has also agreed to pay attorneys' fees, costs, and expenses (*see* Question 16) and the costs of notifying the class and administering the settlement.

In addition, Target will change its business practices relating to its information security program, including naming a high-level executive to coordinate the program, maintaining a written information security program, maintaining processes for managing information security risks and responding to events determined to present a threat, and providing security training to relevant Target employees. A more detailed description of these changes is available in the Settlement Agreement, which is available at www.TargetBreachSettlement.com.

7. What can I get from the settlement?

Each member of the Settlement Class can choose between two types of benefits. If you have documentation, you can receive reimbursement of losses up to \$10,000. If you do not have documentation you may be eligible for an equal share of the Settlement Fund after payment of claims for documented losses and service payments to Settlement Class Representatives (*see* Question 6). The amount of the equal share for all Settlement Class Members who submit valid claims without documentation will depend on: a) the amount the Court awards as service payments to the Settlement Class Representatives; b) the amount paid out for claims supported by documentation; and c) the number of valid claims.

For example, if the amount the Court awards as service payments plus the amount of documentary claims add up to a total of \$1,000,000, and 300,000 Settlement Class Members submit valid claims without documentation, each of these Settlement Class Members will receive an equal \$30 share of the Settlement Fund. These amounts are only examples. The amount of actual payments will depend on the amount of claims received.

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8. Tell me more about what “reimbursement of losses” means.

All Settlement Class Members who had their personal or financial information compromised can get reimbursed for losses caused by the data breach of up to \$10,000. These losses could be related to:

- Unauthorized, unreimbursed charges on your credit or debit card;
- Time spent addressing unauthorized charges on your credit or debit card;
- Costs to hire someone to help correct your credit report;
- Higher interest rate on an account or higher interest fees that you paid;
- Loss of access or restricted access to funds;
- Fees paid on your accounts (such as late fees, declined payment fees, overdrafts, returned checks, customer service, or card cancellation or replacement);
- Credit-related costs (such as buying credit reports, credit monitoring or identity theft protection, or costs to place a freeze or alert on your credit report);
- Costs to replace your driver’s license, state identification card, social security number, or phone number; or
- Other costs or unreimbursed expenses as a result of the Target Data Breach.

HOW TO GET BENEFITS

9. How do I get a payment?

To get a payment, you will need to submit a Claim Form on the Settlement Website (www.TargetBreachSettlement.com) by **July 31, 2015** or submit a Claim Form by mail, which must be postmarked by **July 31, 2015**. The Claim Form is available at www.TargetBreachSettlement.com or by calling 1-866-680-5931.

10. 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 exhausted.

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

Unless you exclude yourself from the settlement, you can’t sue Target or be part of any other lawsuit against Target about the issues this settlement resolves. Unless you exclude yourself, all of the decisions by the Court will bind you. The specific claims you are giving up against Target are described in Section 6 of the Settlement Agreement. You will be “releasing” Target and all related people as described in Section 1.13 of the Settlement Agreement. The Settlement Agreement is available at www.TargetBreachSettlement.com.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions, you can talk to the law firm listed in Question 15 for free, or you can, of course, talk to your own lawyer if you have questions about what this means.

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EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Target based on claims this settlement resolves, you must take steps to get out of the Settlement Class.

12. How do I exclude myself from the settlement?

To exclude yourself from the settlement, you must send a letter by U.S. Mail saying that you wish to do so. Your “Request for Exclusion” must include:

- The name of this proceeding (*In re: Target Corporation Customer Data Security Breach Litigation* or similar identifying words);
- Your name and address;
- The words “Request for Exclusion” at the top of the document or a statement requesting exclusion from the Class; and
- Your signature.

You must mail your exclusion request, postmarked no later than **July 31, 2015**, to:

Target Data Breach Settlement
P.O. Box 2239
Faribault, MN 55021-1639

You cannot exclude yourself by telephone or by email. You cannot exclude yourself by mailing a request to any other location or after the deadline. Your Request for Exclusion must be signed by you, personally, and not your lawyer or anyone else acting on your behalf.

13. If I do not exclude myself, can I sue Target for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Target for the claims that this settlement resolves.

14. If I exclude myself, can I still get a payment?

No. You will not get a payment if you exclude yourself from the settlement.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in the case?

Yes. The Court appointed Vincent J. Esades of Heins Mills & Olson PLC as Lead Counsel for the Class. As part of preliminary approval of the settlement, the Court appointed Plaintiffs’ Lead Counsel and five other firms to represent you and other Settlement Class Members as “Settlement Class Counsel.” 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.

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16. How will the lawyers be paid?

Settlement Class Counsel will ask the Court for attorneys’ fees and costs up to \$6,750,000. The Court will decide the fees and costs to be paid, and they will be paid by Target. Any payment will not reduce the benefits provided to the Settlement Class.

Settlement Class Counsel will also ask the Court for service payments of up to \$500 for each of the Settlement Class Representatives for helping the lawyers on behalf of the Settlement Class. Settlement Class Counsel will seek an additional payment of up to \$500 for the three Settlement Class Representatives who Target deposed. These payments will be paid out of the Settlement Fund. The Settlement Class Representatives and Settlement Class Counsel will make their requests to the Court for attorneys’ fees and costs and service payments on or before **July 10, 2015**. These requests will be available on the Settlement Website or you can request a copy by contacting the Settlement Administrator.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court that I don’t like the settlement?

If you’re a Settlement Class Member, you can object to the settlement if you don’t think it is fair, reasonable, or adequate. 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 the proceeding (*In re: Target Corporation Customer Data Security Breach Litigation*);
- Your full name and address;
- A written statement of objections, as well as the specific reason(s), if any, for each objection, including any legal or factual support you wish to bring to the Court’s attention;
- Any evidence or other information you wish to introduce in support of the objections;
- A statement of whether you or your counsel intends to appear and argue at the Final Approval Hearing; and
- Evidence or other information showing you are a member of the Settlement Class.

If you hire a lawyer to represent you in preparing a written objection or appearing at the Final Approval Hearing, your counsel must provide additional information as specified in the Preliminary Approval Order (available on the Settlement Website).

Mail the Objection to these three different places, postmarked no later than **July 31, 2015**:

COURT	SETTLEMENT CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the Court USDC, District of Minnesota 734 Federal Building 316 North Robert Street St. Paul, MN 55101	Vincent J. Esades Heins Mills & Olson, P.L.C. 310 Clifton Avenue Minneapolis, MN 55403	David F. McDowell Morrison & Foerster LLP 707 Wilshire Boulevard Los Angeles, CA 90017-3543

QUESTIONS? CALL 1-866-680-5931 OR VISIT WWW.TARGETBREACHSETTLEMENT.COM

18. 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

19. 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 **November 10, 2015**, in Courtroom 7D of Judge Paul A. Magnuson of the United States District Court for the District of Minnesota, located at 734 Federal Building, 316 North Robert Street, St. Paul, MN 55101. 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 adequate. If there are objections, the Court will consider them. The Court will listen to people who appear at the hearing (*see* Question 17). The Court may also decide how much Settlement Class Counsel will receive as attorneys' fees and costs and whether to award service payments to Settlement Class Representatives. After the Final Approval Hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

20. Do I have to come to the hearing?

No. Settlement Class Counsel will answer questions the Court may have. You are welcome, however, 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

21. What happens if I do nothing?

If you are a Settlement Class Member and do nothing, you will not get any payments from this settlement. And, unless you exclude yourself, you will not be able to start a lawsuit or be part of any other lawsuit against Target about the claims in this case, ever again.

GETTING MORE INFORMATION

22. 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.TargetBreachSettlement.com or from the Settlement Administrator by calling toll-free 1-866-680-5931 or writing to Settlement Administrator at Target Data Breach Settlement, P.O. Box 2239, Faribault, MN 55021-1639. 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.

QUESTIONS? CALL 1-866-680-5931 OR VISIT WWW.TARGETBREACHSETTLEMENT.COM