

Subject: Stratfor Class Action Settlement

From: "StratforSettlement@settlement-administration.com" <StratforSettlement@settlement-administration.com>

Date: 11-07-12 14:35

To: <koot@uva.nl>

IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF NEW YORK

A class action settlement
involving Stratfor's online service will provide benefits to those who qualify.

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

- There is a class action concerning whether Stratfor Enterprises, LLC, Strategic Forecasting, Inc, and George Friedman (together called "Stratfor") improperly contributed to the loss of personal information that occurred when Stratfor's servers were illegally hacked in December 2011.
- A proposed settlement has been reached with Stratfor (the "Settlement") and is pending Court approval.
- Under the terms of the Settlement, you may be eligible for certain benefits if you qualify
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
ASK TO BE EXCLUDED	Get no compensation. The only option that allows you to individually sue Stratfor over the claims resolved by this Settlement.
OBJECT	Write to the Court about why you don't agree with the Settlement.
GO TO A HEARING	Ask to speak in Court about the Settlement.
DO NOTHING	Receive benefits, if eligible. Give up rights.

- These rights and options-**and the deadlines to exercise them**-are explained in this notice.
- The Court in charge of this case still has to decide whether to 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 1-866-322-4455 TOLL FREE, OR VISIT WWW.STRATFORSETTLEMENT.COM

BASIC INFORMATION

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

WHO IS IN THE SETTLEMENT

5. How do I know if I am part of the Settlement?
6. I'm still not sure I'm included.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. How do I qualify for compensation?
8. How can I receive the benefits?
9. When would I receive the benefits?
10. What am I giving up to get a benefit or stay in the Class?

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. How do I get out of the proposed Settlement?
12. If I don't exclude myself, can I sue the Defendants and the other Released Parties for the same thing later?
13. If I exclude myself, can I get compensation from this Settlement?

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?
15. How will the lawyers be paid? If so, how much?

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court if I do not like the proposed Settlement?
17. What's the difference between objecting and excluding?

THE COURT'S SETTLEMENT FAIRNESS HEARING

18. When and where will the Court decide whether to approve the proposed Settlement?
19. Do I have to come to the hearing?
20. May I speak at the hearing?

IF YOU DO NOTHING

21. What happens if I do nothing at all?

GETTING MORE INFORMATION

22. Are there more details about the proposed Settlement?

BASIC INFORMATION

1. Why was this notice issued?

A Court authorized this notice because you have a right to know about a proposed nationwide settlement of this class action with Stratfor, including the right to claim benefits and about all of your options before the Court decides whether to give "final approval" to the Settlement. If the Court approves the Settlement, and after any appeals are resolved, benefits will be distributed to everyone who qualifies. This notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who may be eligible for the benefits, and how to receive the benefits.

United States District Court Judge Denis R. Hurley in the United States District Court for the Eastern District of New York is overseeing this class action. The case is known as *Sterling et al. v. Strategic Forecasting, Inc. et al.* Case No. 2:12-cv-00297-DRH-ARL. The entities who sued are called the "Plaintiffs," and the parties they sued are called the "Defendants" or "Stratfor."

The Settlement includes these Stratfor Companies: Stratfor Enterprises, LLC, Strategic Forecasting, Inc., Stratcap Management Company, LLC, and Stratfor Holdings, LLC and their officers and directors.

2. What is this lawsuit about?

The lawsuit generally claims that Stratfor took improper action or improperly failed to take action both leading up to the hack and after the hack of their servers and Stratfor's improper actions or omissions contributed to the theft of customer's personal information, specifically their credit card numbers. Stratfor has denied all of these claims and maintains that they did not act wrongfully or unlawfully.

3. Why is this a class action?

In a class action, one or more people called "Class Representatives" (in this case David Sterling and

Sterling & Sterling, Inc.) sue on behalf of individuals who have similar claims. All these individuals are a "Class" or "Class Members." A court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or Stratfor. Instead, both sides agreed to settle in order to avoid the cost of a trial, and the people who qualify will get compensation. The Class Representatives and their attorneys believe the Settlement is best for all Class Members. The Settlement does not mean Stratfor admits any wrongdoing.

WHO IS IN THE SETTLEMENT?

To see if you are eligible for benefits from this Settlement, you first have to determine if you are a Class Member.

5. How do I know if I am a Class Member?

The Class includes all individuals who were current or former subscribers to the Stratfor Service as of December 24, 2011.

The Settlement excludes (1) Stratfor, or any entity in which Stratfor has a controlling interest, and its respective legal representatives, officers, directors, employees, assigns and successors; (2) the judge to whom this case is assigned and any member of the judge's staff and immediate family; and (3) any person who, in accordance with the terms of this Agreement, properly executes and submits a timely request for exclusion from the Class.

6. What if I am still not sure if I am included?

If you are not certain whether you are included in the Class, you may call the Settlement Administrator at toll free number 1-866-322-4455 with questions.

THE SETTLEMENT BENEFITS-WHAT YOU GET IF YOU QUALIFY

7. How do I qualify for compensation?

The Settlement will compensate eligible Class Members for Stratfor's alleged improper actions or omissions in relation to the theft of customer's personal information.

To qualify for a benefit you must be a Class Member and have been a **current or former paying subscriber** to the Stratfor Service as of December 24, 2011, whose credit card number Stratfor had on file on December 24, 2011, and whose credit card information was obtained by third-parties due to the breach of Stratfor's computer storage systems.

Benefits to persons who qualify will be calculated as follows:

- If you were a current or former paying subscriber to the Stratfor Service on December 24, 2011, and you had credit card information on file with Stratfor on December 24, 2011, and your credit card information was obtained by third-parties due to the breach of Stratfor's computer storage services, you are eligible for one month of access to the Stratfor Service, valued at \$29.08, free of charge.
- If you were a current or former paying subscriber to the Stratfor Service on December 24, 2011, and Stratfor had your credit card number on file on December 24, 2011, and your credit card information was obtained by third-parties due to the breach of Stratfor's computer storage systems, you are eligible for an "e-book" entitled "The Blue Book" published by Stratfor, valued at \$12.99, free of charge.

- If you were a current or former paying subscriber to the Stratfor Service on December 24, 2011, and Stratfor had your credit card number on file on December 24, 2011, and your credit card information was obtained by third-parties due to the breach of Stratfor's computer storage systems, you are eligible for a per-capita distribution of any monetary relief obtained (after costs and attorneys' fees) from Stratfor's Business and Management Indemnity Policy with Scottsdale Indemnity Company ("Scottsdale Action") as further explained in the subsection III(F) of the Settlement Agreement.
- If you were a current paying subscriber or you were a former subscriber who re-subscribes, you will receive the additional benefit of Stratfor's enhanced services, which will include the engagement of information technology (IT) companies, IT developers, and providers of IT data migration and development, to ensure the future safety of Stratfor subscribers.

If you do not exclude yourself from the Class and remain a Class Member (as explained in Questions 12 and 13), the only benefits you could ever recover from Stratfor on any claim released in this Settlement are described in the above paragraphs. If you believe you are entitled to or want to seek a recovery larger than that described above, you must exclude yourself from the Class through the procedure described in Question 11 below.

8. How can I receive the benefits?

If you do not opt out of the class and are eligible to receive benefits, and the Settlement is given final approval, you will be contacted by Stratfor to receive your benefits.

9. When would I receive the benefits?

Benefits will be made available to eligible Class Members after the Court grants "final approval" of the Settlement, and any appeals are resolved. If the Court approves the Settlement after a Settlement Fairness Hearing on **September 28, 2012** (see the section "The Court's Settlement 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 during this process.

In addition, you can check the website or call the toll free number listed below in order to get a status update on the final approval of the Settlement, the claims administration process, and when the benefits will be made available.

10. What am I giving up to get a benefit or stay in the Settlement Class?

If you stay in the Class, you will agree to "release and discharge" Stratfor as described in Section IX of the Settlement Agreement and Question 10. More specifically, Class Members will release the "Released Parties" (as defined below) for all "Settled Claims" (as defined below), including "Unknown Claims" (as defined below). The Settlement Agreement is available at www.StratforSettlement.com.

"Settled Claims" means any claim, Unknown 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 Action 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 December 24, 2011 of any information provided to Defendants by Plaintiffs and/or Settlement Class Members, including but not limited to claims based upon any statements or alleged misrepresentations or omissions in Defendants' privacy statement and/or any alleged increased risk of identity theft or actual identity theft. This release does not release or purport to release any claims of any governmental entity. Upon the final approval of the Final Settlement, each Class Member shall be subject to and shall be bound by the Final Judgment, and shall be conclusively deemed to have expressly

waived and released any and all Settled Claims that he, she, or it has or might have against Released Parties arising from or in any way related to any acts or omissions which have been alleged or which could have been alleged in the Action by the Plaintiffs on behalf of themselves or on behalf of the Settlement Class, on behalf of a putative class or by a Class Member, to the full extent of *res judicata* protections. Provided, however, that the Settled Claims do not include any claim for enforcement of this Agreement and/or the Final Judgment.

Included within the Settled Claims are Unknown Claims. "Unknown Claim" means any claim arising out of newly discovered facts and/or facts not now known but which could reasonably be discovered, and/or facts found hereafter to be other than or different from the facts now believed to be true. The Settled Claims defined above, include all Unknown Claims. Upon the final approval of the Final Settlement, each Class Member shall be subject to, and shall be bound by the Final Judgment, and shall be conclusively deemed to have expressly waived and released any and all Unknown Claims that he, she, or it has or might have against Released Parties arising from or in any way related to any acts or omissions which have been alleged or which could have been alleged in the Action by the Plaintiffs on behalf of themselves or on behalf of the Settlement Class, on behalf of a putative class or by a Class Member, to the full extent of *res judicata* protections.

"Released Party(ies)" means Defendants, their predecessors, successors, assigns, their 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, and subrogees, of any and all of the forgoing. It is expressly understood that Scottsdale is not a Released Party.

Unless you exclude yourself, you are staying in the Class, and that means the Court's orders in this case will apply to you and legally bind you. Therefore, if you do not exclude yourself from the class and remain a Class Member, you will be giving up your right to sue Stratfor individually on any of the Settled Claims described above, including the Unknown Claims.

If you have any questions, please visit the website or call the toll-free number.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Class Member and you want to keep the right to sue Stratfor about the issues in this case or the Settled Claims, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself from-or is sometimes referred to as "opting out" of-the Settlement Class. If you want to preserve a right to pursue an independent legal remedy against Stratfor, you must exclude yourself from this Settlement by following the procedures described below.

11. How do I get out of the proposed Settlement?

If you are a Class Member and you want to exclude yourself from the Settlement, you must send a letter by mail stating that you want to be excluded from the Settlement Class in *Sterling et al. v. Strategic Forecasting, Inc. et al.* You must include the case number (2:12-cv-00297-DRH-ARL), your full name, address, telephone number, email address, and signature. You must mail your request for exclusion postmarked by **August 15, 2012** to:

Exclusions
Stratfor Settlement Administrator
c/o BMC Group
P.O. Box 2002
Chanhassen, MN 55317-2002

You cannot exclude yourself on the phone, by email, or at the website.

Please understand that with only one exception, only you can request exclusion from the Class. That exception is that a request for exclusion may be submitted on behalf of deceased or incapacitated Class

Member by his or her Legally Authorized Representative. While your lawyer may assist you, your lawyer cannot request exclusion from the Class on your behalf.

Requests for exclusion that are on behalf of a group or class of persons are invalid and ineffective.

12. If I do not exclude myself, can I sue the Defendants and the other Released Parties for the Same thing later?

No. As explained in Question 10, unless you exclude yourself, you give up any right to individually sue Stratfor for the claims that this Settlement resolves. You must exclude yourself from *this* Class to individually sue Stratfor over the claims resolved by this Settlement. Remember, the exclusion deadline is **August 15, 2012**.

13. If I exclude myself, can I get compensation from the proposed Settlement?

No. If you exclude yourself, you cannot get compensation from the proposed Settlement.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court appointed Napoli Bern Ripka Shkolnik LLP to represent you and other Class Members as "Class Counsel." You do not have to personally pay Class Counsel. If you want to be represented by your own lawyer, and have that lawyer appear in court for you in this case, you may hire one at your own expense. If you have questions about the Settlement or anything contained in this notice, you can visit the website or call the toll-free number.

15. Will the lawyers be paid? If so, how much?

Class Counsel will file a petition for an award of attorneys' fees and costs. The Court will determine the amount of the award, but the total amount cannot exceed \$400,000 less the costs of administering this Settlement, plus 1/3 of any recovery from the amount recovered from the Scottsdale Action.

OBJECTING TO THE SETTLEMENT

If you are a Class Member, you can tell the Court if you don't agree with the Settlement or some part of it.

16. How do I tell the Court that I do not like the proposed Settlement?

If you don't want the Court to approve the Settlement or want the Court to modify a portion of the Settlement, you must file a written objection in the case with the Eastern District of New York and send by email **and** physical copy to Plaintiffs' Counsel and Defense Counsel as noted below. You must include the name of the case (*Sterling et al. v. Strategic Forecasting, Inc. et al.*), case number (Case No. 2:12-cv-00297-DRH-ARL), your full name, address, telephone number, your signature, the specific reasons why you object to the Settlement, and whether you or your attorney will appear at the Settlement Final Approval Hearing (See the section on the "Court's Settlement Fairness Hearing" below).

The objection must be mailed and delivered to the following addresses on or before September 07, 2012:

Court Filing Address
HON. DENIS R. HURLEY
U. S. District Court
Eastern District of New York
Long Island Courthouse
100 Federal Plaza

Central Islip, NY 11722-4438

Plaintiffs' Counsel:

Hunter J. Shkolnik
Adam J. Gana
Napoli Bern Ripka Shkolnik, LLP
350 Fifth Avenue, Suite 7413
New York, NY 10118
Hunter@napolibern.com
agana@napolibern.com

Defense's Counsel:

Bill Cobb
Jackson Walker L.L.P.
100 Congress Avenue, Suite 1100
Austin, Texas 78701
bcobb@jw.com

You do not need to go to the Settlement Fairness Hearing to have your written objection considered by the Court. At the Settlement Fairness Hearing, any Settlement Class Member who has not previously submitted a request for exclusion from the Settlement Class may appear and be heard, to the extent allowed by the Court, to state any objection to the Settlement or Plaintiffs' Counsel's motion for reimbursement of expenses. Any such objector may appear in person or arrange, at that objector's expense, for a lawyer to represent the objector at the Hearing.

17. What is the difference between objecting and excluding?

Objecting is simply informing the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is informing the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you. If you do not exclude yourself from the Class, and object to the Settlement, you will be a member of the Class. If you object, you will not have another opportunity to exclude yourself and you will be bound by any judgment entered by the Court.

THE COURT'S SETTLEMENT FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement. You may attend and you may ask to speak, but you don't have to.

18. When and where will the Court decide whether to approve the proposed Settlement?

The Court has scheduled a Settlement Final Approval Hearing at 3:00 p.m., on **September 28, 2012**, at the United States District Court for the Eastern District of New York, Alfonse M. D'Amato United States Courthouse, 100 Federal Plaza, Central Islip, NY 11722. At this hearing the Court will consider whether the Settlement is fair, reasonable and adequate. At the Settlement Fairness Hearing, the Court also will consider the applications of Plaintiffs' Counsel for attorneys' fees and costs. The Court will take into consideration any written objections submitted in accordance with the instructions. The Court also will listen to Class Members who appear and speak at the hearing; but decisions regarding the conduct of the hearing will be made by the Court. After the hearing, the Court will decide whether to approve the settlements. We do not know how long these decisions will take.

You should be aware that the Court may change the date and time of the Settlement Fairness Hearing. Thus, if you want to come to the hearing, you should check with Plaintiffs' Counsel before coming to be sure that the date and/or time has not changed.

19. Do I have to come to the hearing?

No. If you are a member of the Class, Class Counsel will represent you and will answer any questions that the Court may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it, but Class Counsel will not argue your objection on your behalf. You may also pay your own lawyer to attend, but it's not necessary.

20. May I speak at the hearing?

If you object to the Settlement, you may appear and speak at the Settlement Fairness Hearing. Persons who intend to object to the Settlement and who desire to call witnesses to testify or to introduce exhibits into evidence at the Settlement Fairness Hearing must submit a written objection as provided in the response to question 16, and must provide the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Settlement Fairness Hearing. You cannot speak at the hearing if you excluded yourself from the Settlement Class.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing and are an eligible Class Member, you will receive benefits as described in Question 7.

GETTING MORE INFORMATION

22. Are there more details about the proposed Settlement?

This notice summarizes the proposed Settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement at www.StratforSettlement.com. You may call the toll-free number listed below or visit the website or write to the Claims Administrator at:

Stratfor Settlement Administrator
c/o BMC Group
P.O. Box 2002
Chanhassen, MN 55317-2002

If you wish to UNSUBSCRIBE from future email from the Settlement Administrator about this case, please [click here](#).