



June 13, 2012

Hon. Denis R. Hurley
United States District Judge
Eastern District of New York
100 Federal Plaza
Central Islip, New York 11722

Re: David Sterling, et al. v Stratfor Enterprises LLC, et al.
Case No. 2:12-297

Dear Judge Hurley:

Please find attached a Preliminary Order (Exhibit A), along with an Amended Settlement Agreement (Exhibit B) and Class Action Notice (Exhibit C) for your review. Copies of the foregoing documents have also been sent to opposing counsel.

Thank you in advance for your time and attention to this matter. Please contact the undersigned if you have any questions.

Sincerely Yours,
NAPOLI BERN RIPKA SHKOLNIK LLP

By:

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EXHIBIT A

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

-----X
DAVID STERLING, an Individual and
STERLING & STERLING, INC., a corporation on
behalf of themselves and others similarly situated,

Plaintiffs,

v.

STRATFOR ENTERPRISES, LLC, STRATEGIC
FORECASTING, INC., and GEORGE FRIEDMAN

Defendants.

CIVIL ACTION NO.:
2:12-CV-00297(DRH-ARL)

Judge Denis R. Hurley

-----X
**ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT AND
APPOINTMENT OF LEAD COUNSEL, PROVISIONALLY CERTIFYING A
NATIONWIDE SETTLEMENT CLASS, APPROVING PROCEDURE FOR AND
FORMS OF NOTICE, AND
SCHEDULING FAIRNESS HEARING**

Upon review and consideration of the Settlement Agreement, and the attachments thereto which have been filed with the Court, and having been fully advised in the premises, it is **HEREBY ORDERED, ADJUDGED and DECREED** as follows:

1. The parties have agreed to settle this and related actions upon the terms and conditions set forth in the Settlement Agreement, which has been filed with the Court.

2. The Court has reviewed the Settlement Agreement, as well as the files, records, and proceedings to date in this matter. The definitions in the Settlement Agreement are hereby incorporated as though fully set forth in this Order, and capitalized terms shall have the meanings attributed to them in the Settlement Agreement.

3. Based upon preliminary examination, it appears to the Court that: the Settlement

Agreement provides substantial benefits to the Class without the risk, cost, or delay associated with continued litigation, trial and/or appeal; appears fair, reasonable, and adequate; the Class should be certified for settlement purposes, subject to Paragraph 16 below; and a Fairness Hearing should be held after notice to the Class to determine whether the Settlement Agreement is fair, reasonable, and adequate and whether a Final Order and Judgment should be entered in this action, based upon that Settlement Agreement.

4. The Court held a conference with the Parties on June 11, 2012, to discuss all matters concerning the settlement. Based upon these discussions, the Parties stipulated and agreed to modify Section III (B) of the Settlement Agreement, as well as the Notice of Proposed Class Action Settlement. The Parties subsequently resubmitted the Settlement Agreement and the Notice of Proposed Class Action Settlement, both of which have been reviewed by the Court.

5. The Settlement Agreement, including all exhibits thereto, is preliminarily approved as fair, reasonable, and adequate. The Court finds that: a) the Settlement Agreement is the result of extensive, arms-length negotiations between experienced attorneys familiar with the legal and factual issues of this case; b) all Class Members are treated fairly under the Settlement; c) the provisions in the Settlement Agreement regarding payment of Class Counsel's attorneys' fees and costs appear reasonable under the circumstances; d) the provisions in the Settlement Agreement regarding special awards to plaintiffs appears reasonable under the circumstances; and e) the Settlement Agreement is reasonable and sufficient to warrant notice thereof to members of the Class and the Fairness Hearing described below.

6. The Court conditionally certifies, for settlement purposes only, the Class as follows: all persons, corporations, or entities who were current or former subscribers to the

Stratfor Service on December 24, 2011, whose credit card information 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.

7. In connection with the conditional certification, the Court makes the following preliminary findings pursuant to Rule 23 of the Federal Rules of Civil Procedure:

- a. The Class is so numerous that joinder of all members is impracticable;
- b. There are questions of law or fact common to the above-described Class;
- c. The claims of the named plaintiffs are typical of the claims being resolved through the proposed Settlement;
- d. The named plaintiffs are capable of fairly and adequately protecting the interests of the above-described Class in connection with the proposed Settlement;
- e. For purposes of determining whether the proposed Settlement is fair, adequate, and reasonable, common questions of law and fact predominate over questions affecting only individual Class Members. Accordingly, the Class is sufficiently cohesive to warrant resolution through settlement by representation; and
- f. For purposes of Settlement, a settlement with the above-described Class is superior to other available methods for the fair and efficient resolution of the claims of the Class.

8. In making the findings set forth in Paragraph 7, the Court has exercised its discretion in conditionally certifying the Class on a nationwide basis. Named Plaintiffs David Sterling individually and on behalf of Sterling & Sterling, Inc. are designated as Class Representatives.

9. The Court appoints Hunter J. Shkolnik and Adam J. Gana of Napoli Bern Ripka

Shkolnik, LLP as lead counsel for the Class. For purposes of these settlement approval proceedings, the Court finds that these attorneys are competent and capable of exercising their responsibilities as Lead Counsel.

10. A final approval hearing (the “Fairness Hearing”) shall be held before this Court on September 28, 2012 at 3:00 p.m., to determine whether the Settlement Agreement is fair, reasonable, and adequate and should be approved. The Court will also rule on Class Counsel’s fee-and-expense application and Plaintiffs’ application for special awards (the “Fee Application”) at that time. Papers in support of final approval of the Settlement Agreement and the Fee Application shall be filed with the Court according to the schedule set forth in Paragraph 16 below. The Fairness Hearing may be postponed, adjourned, or continued by order of the Court without further notice to the Class. After the Fairness Hearing, the Court may enter a Final Order and Judgment in accordance with the Settlement Agreement that will adjudicate the rights of the Class Members with respect to the claims being settled.

11. As soon as practicable after the entry of this Order, but not more than thirty (30) days after its entry, the Parties shall disseminate notice of the Settlement and Fairness Hearing to the members of the Class by effectuating the Notice Plan. The Notice Plan includes: (1) a third-party website created to provide neutral information about the settlement and containing the Notice of Proposed Class Action Settlement (the “Settlement Website”); and (2) a notification, emailed by Stratfor to all Class Members whom Stratfor can identify through reasonable efforts, which email notification shall include a hypertext link to the Settlement Website.

12. The Court finds that the Notice of Proposed Class Action Settlement and the manner of its dissemination described in Paragraph 11 is the best practicable notice under the

circumstances and is reasonably calculated, under all the circumstances, to apprise the Class Members of the pendency of this action, the terms of the Settlement, and their right to object to the Settlement or exclude themselves from the Class. The Court further finds that Notice of Proposed Class Action Settlement is reasonable, and it constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process.

13. Each Class Member who wishes to be excluded from the Class and follows the procedures set forth in this Paragraph shall be excluded. Any potential member of the Class may mail a written request for exclusion, in the form specified in the notice, to BMC Group, Inc. or its designee(s), postmarked no later than August 15, 2012. All persons or entities who properly and timely make a request for exclusion from the Class shall not be Class Members and shall have no rights with respect to the Settlement Agreement, if it is approved.

14. Any Class Member who has not timely submitted a written request for exclusion from the Class, and thus is a Class Member, may object to the fairness, reasonableness or adequacy of the Agreement, or the Fee Application, or both. Class Members may do so either on their own or through counsel hired at their expense. Any Class Member who wishes to object to the Settlement Agreement must, on or before September 7, 2012, file an objection with this Court. The written statement of the objection(s) must include (a) a detailed statement of the Class Member's objection(s), as well as the specific reasons, if any, for each objection, including any evidence and legal authority the Class Member wishes to bring to the Court's attention and any evidence the Class Member wishes to introduce in support of his/her objection(s); (b) the Class Member's name, address and telephone number; and (c) information demonstrating that the Class Member is entitled to be included as a member of the Class.

15. Papers in support of final approval of the Settlement Agreement and the Fee

Application shall be filed with the Court on or before August 15, 2012. Any responses to objections to the Settlement Agreement or the Fee Application, and any further papers in support of the Fee Application or final approval, shall be filed with the Court on or before September 20, 2012.

16. In summary, the dates of performance are as follows:

a. The Notices required to be electronically sent to Class Members per the Settlement Agreement shall be sent as soon as practicable after: (i) the entry of this Order but no later than 30 days after the entry of this Order;

b. The Summary Notice shall be published as soon as practicable after entry of this Order but no later than 30 days after the entry of this Order;

c. Papers in support of final approval of the Settlement Agreement and the Fee Application shall be filed with the Court on or before August 15 2012;

d. Class Members who desire to be excluded shall mail requests for exclusion postmarked no later than August 15, 2012;

e. All objections to the Settlement Agreement or Fee Application shall be filed and served by September 7, 2012;

f. Papers in response to objections, if any, and in further support of the Fee Application shall be filed and served by September 20, 2012;

g. Supplemental papers, if any, in support of final approval, shall be filed and served by September 20, 2012; and

h. The Fairness Hearing shall be held on September 28, 2012 at 3:00 p.m.

17. In the event the Settlement Agreement is not approved by the Court, or for any reason the parties fail to obtain a Final Order and Judgment as contemplated in the Settlement

Agreement, or the Settlement Agreement is terminated pursuant to its terms for any reason, then the following shall apply:

a. All orders and findings entered in connection with the Settlement Agreement shall become null and void and have no force and effect whatsoever, shall not be used or referred to for any purposes whatsoever, and shall not be admissible or discoverable in this or any other proceeding;

b. The conditional certification of a Nationwide Class pursuant to this Order shall be vacated automatically, the Actions shall proceed as though the Class had never been certified pursuant to this Settlement Agreement and such findings had never been made, and the Actions shall return to the procedural status quo before entry of the Preliminary Approval Order and all of the consolidated actions shall be restored to the active docket in accordance with the Settlement Agreement;

c. Nothing contained in this Order is, or may be construed as, any admission or concession by or against the Defendants or Plaintiffs on any point of fact or law, including, but not limited to, factual or legal matters relating to any effort to certify this case as a class action;

d. Nothing in this Order or pertaining to the Settlement Agreement shall be used as evidence in any further proceeding in this case, including, but not limited to, motions or proceedings seeking treatment of this case as a class action; and

e. All of the Court's prior Orders having nothing whatsoever to do with class certification shall, subject to this Order, remain in force and effect.

18. Pending final determination of whether the proposed Settlement should be approved, no Class Member directly, derivatively, in a representative capacity, or in any other

capacity, shall commence any action against the Company or any of the other Released Parties in any court or tribunal asserting any of the Released Claims.

19. The appointment of the firm of BMC Group, Inc. as Settlement Administrator is hereby approved for this Settlement.

20. Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the settlement that are not materially inconsistent with this Order and the Settlement Agreement, including making, without further approval of the Court, minor changes to the form or content of the Notice, Summary Notice, and other exhibits that they jointly agree are reasonable, appropriate or necessary.

PURSUANT TO STIPULATION, IT IS SO ORDERED

Dated: _____, 2012

By: _____

Judge Denis R. Hurley
United States District Court Judge

EXHIBIT B

AMENDED SETTLEMENT AGREEMENT

THIS AMENDED SETTLEMENT AGREEMENT is entered into as of June 12, 2012, by and among the following Settling Parties: (a) David Sterling, individually and on behalf of Sterling & Sterling, Inc. and the Settlement Class (“Plaintiffs”), by and through Napoli Bern Ripka Shkolnik, LLP, proposed Class Counsel to Plaintiffs; and (b) George Friedman, Stratfor Enterprises, LLC, and Strategic Forecasting, Inc. (“Defendants”) (collectively with Plaintiffs the “Parties”). The Parties agrees as follows:

WHEREAS, a purported class action complaint was filed by Plaintiffs in *Sterling v. Stratfor Enterprises, LLC, et al.*, Case No. 2:12-cv-00297-DRH-ARL (E.D.N.Y.) for violations of (i) the Stored Communications Act, 18 USC § 2701 *et seq*; (ii) violation of New York General Business Law §§ 349 and 350; (iii) breach of contract; (iv) quasi contract; and (v) negligence, and Plaintiffs might have amended their Complaint to add other claims if this settlement had not been reached; and

WHEREAS, the Parties have engaged in extensive, arms-length negotiations, for a period of approximately two months, including a mediation conducted on April 3, 2012, before David R. Cohen, Esq. (Federal Special Master) and the Parties agree that this Settlement Agreement satisfies the obligations undertaken in the Parties’ Memorandum of Understanding of Proposed Settlement executed on April 4, 2012; and

WHEREAS, Class Counsel has conducted significant investigations and analyzed and evaluated the merits of the claims made to date against Defendants in the Action, and the impact of this Agreement on Plaintiffs and the Class, and based upon their analysis and their evaluation of a number of factors, including Defendants’ financial health and recognizing the substantial risks of continued litigation, including the possibility that the Action, if not settled now, might

not result in any recovery whatsoever for the Class, or might result in a recovery that is less favorable to the Class, and that any recovery would not occur for several years, Class Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate and that this Agreement is in the best interests of the Class; and

WHEREAS, Defendants, while denying any alleged wrongdoing or liability whatsoever, have similarly concluded that this Agreement is desirable in order to avoid the time, risk, and expense of protracted litigation, and to resolve finally and completely the pending and potential claims of Plaintiffs and the Class; and

WHEREAS, the Parties agree that all potential Settlement Class members shall have an individual right to be excluded (“opt out”) from the Settlement Class (as provided in this Agreement), such that participation in the settlement benefit shall be voluntary;

NOW THEREFORE, subject to Court approval and the other conditions set forth herein, it is hereby agreed by the Parties that, in consideration of the undertakings, promises, and payments set forth in this Agreement and upon the entry by the Court of a Final Order and Judgment approving the settlement and directing the implementation of the terms and conditions of this Agreement, the Action shall be settled and compromised upon the terms and conditions set forth below.

I. DEFINITIONS

- A. “Action” means Case No. 2:12-cv-00297-DRH-ARL, *Sterling et al. v. Strategic Forecasting, Inc. et al.*; U.S. District Court, Eastern District of New York.
- B. “Administrative Expenses” means all reasonable expenses associated with administration of the Agreement.

- C. “Agreement” or “Settlement Agreement” or “Amended Settlement Agreement” means this Settlement Agreement, including all exhibits hereto.
- D. “Class” or “Class Members” or “Settlement Class” means all persons, corporations, or entities who were current or former subscribers to the Stratfor Service on December 24, 2011.
- Excluded from the Class are: (1) Defendants, or any entity in which Defendants have a controlling interest, and their 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.
- E. “Class Action Administrator” means a mutually agreeable party, to be appointed by the Court, who will facilitate administrative matters and distribution of class consideration under the direction of Class Counsel, and who will be paid from the Common Fund.
- F. “Class Counsel” means Plaintiffs’ counsel, Napoli Bern Ripka Shkolnik LLP.
- G. “Class Representatives” means David Sterling and Sterling & Sterling, Inc.
- H. “Common Fund” means the total payment described in subsection III(G) .
- I. “Court” means the United States District Court for the Eastern District of New York.
- J. “Defendants’ Counsel” means Jackson Walker L.L.P.

- K. “Fairness Hearing” means the settlement approval hearing(s) to be conducted by the Court in connection with the final determination that the Agreement is fair, reasonable, and adequate and in the best interest of the Class as a whole.
- L. “Final Order and Judgment” means the order entered by the Court, in a form that is mutually agreeable to the Parties.
- M. “Notice Date” means the first day on which the email referred to in Section V(A) is sent.
- N. “Notice of Proposed Class Action Settlement” means the Notice of Pendency of Class Action, Proposed Settlement and Hearing, in a form agreed to by the Parties, and substantially in the form attached hereto as Exhibit A.
- O. “Opt-out Deadline” means the deadline for a Class Member to opt out of the settlement as set forth in Section VI of this Agreement and in the Preliminary Approval Order and which shall be sixty (60) Days from the date of entry of the Preliminary Approval Order.
- P. “Party” or “Parties” means Plaintiffs, Class Members, and Defendants, or each of them.
- Q. “Person” means an individual or legal entity, including an association, or his, her, or its respective successors or assigns.
- R. “Plaintiffs” means the named Plaintiffs in the Action.
- S. “Preliminary Approval Order” means the Court’s Order granting preliminary approval of this Agreement, approving the Notice of Proposed Class Action Settlement and the manner of providing notice to the Class, and setting forth a schedule for briefing regarding the fairness of the settlement and dates for

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submitting exclusion requests and the Fairness Hearing, in a form as agreed to by the Parties. The proposed form of the Preliminary Approval Order is attached hereto as Exhibit B.

- T. “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.
- U. “Releasing Parties” means Class Members and their respective heirs, administrators, devisees, predecessors, successors, attorneys, representatives, shareholders, partners, directors, officers, owners, affiliates, subrogees, assignees, or insurers.
- V. “Request for Exclusion” is the written communication that must be filed with the Claims Administrator that is postmarked on or before the end of the Opt Out Period if a Class member wants to be excluded from the Settlement Class.
- W. “Scottsdale” means Scottsdale Indemnity Company
- X. “Scottsdale Policy” means Scottsdale Business and Management Indemnity Policy with Scottsdale Indemnity Company, Policy Number EKI3034951, attached hereto as Exhibit C.
- Y. “Scottsdale Action” means the lawsuit described in subsection III(F) of this Agreement.

- Z. “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. Settled Claims shall not release or discharge any liability for: (1) actions by governmental or state authorities; and (2) actions for personal injuries or death.
- AA. “Settlement Date” means the later of (1) the date on which the Final Order and Judgment, after entry by the Court, becomes final by expiration of the time for appeal; (2) the date the mandate issues if the Final Order and Judgment is appealed and is affirmed in full; or (3) the date the Parties elect to proceed with

the Agreement under subsection XI(B) if the Final Order and Judgment is appealed and is not affirmed in full.

- BB. “Stratfor” means Stratfor Enterprises, LLC, Strategic Forecasting, Inc., Stratcap Management Company, LLC, and Stratfor Holdings, LLC, and all officers and directors of Stratfor Enterprises, LLC, Strategic Forecasting, Inc., Stratcap Management Company, LLC, and Stratfor Holdings, LLC.
- CC. “Stratfor Service” or “the Service” means access to the geopolitical analysis provided by Stratfor Enterprises, LLC, since August 1, 2011, and as provided by Strategic Forecasting, Inc., prior thereto, as governed by the terms in the Individual and Enterprise Licenses attached here as Exhibits D and E respectively
- DD. “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.

II. SETTLEMENT PURPOSES ONLY

- A. This Agreement is for settlement purposes only, and to the fullest extent permitted by law neither the fact of, nor any provision contained in, this Agreement or its attachments, nor any action taken hereunder, shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or any fact alleged by Plaintiffs in the Action or in any other pending or subsequently filed action or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Defendants or admission by any of the Parties of the validity or lack

thereof of any claim, allegation, or defense asserted in the Action or in any other action.

- B. For settlement purposes only, the Parties stipulate to the certification of the Settlement Class.
- C. Further, the Parties stipulate to the appointment of the named Plaintiffs as the Class Representatives of the Settlement Class and subclasses, and to appointment of Lead and Class Counsel as Plaintiffs' counsel for the Settlement Class. Simultaneously with the motion for certification of the Settlement Class, the Parties will cooperate with each other in good faith and present the Settlement Agreement to the Eastern District of New York for preliminary approval.
- D. This Agreement is without prejudice to the rights of Defendants to (i) oppose Class certification in this Action if this Agreement is not approved or implemented for any reason; (ii) oppose certification in any other proposed or certified class action, or (iii) use the certification of the Class to oppose certification of any other proposed or existing class.

III. RELIEF

Defendants have agreed to take the following actions, provided the Court approves this Agreement and enters the Final Order and Judgment.

- A. For all members of the Class who were current paying subscribers to the Stratfor Service on December 24, 2011, whose credit card information 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, Defendant Stratfor Enterprises, LLC shall offer one month of access to the Stratfor Service

free of charge at an approximate value of twenty nine dollars and eight cents (\$29.08) per qualifying Class Member, which is equal to nine hundred fifty-four thousand six hundred and ninety six dollars and forty cents (\$954,696.40) in the aggregate for all potential qualifying Class Members.

- B. For all members of the Class who were not paying subscribers to the Service on December 24, 2011 but who were former paying subscribers, whose credit card information Stratfor had on file on December 24, and whose credit card information was obtained by third-parties due to the breach of Stratfor's computer storage systems, Defendant Stratfor Enterprises, LLC shall offer one month of access to the Stratfor Service free of charge at an approximate value of twenty nine dollars and eight cents (\$29.08) per qualifying Class Member. The value of this offer in the aggregate is approximately seven hundred ninety thousand one hundred and three dollars and sixty cents (\$790,103.60). Defendant Stratfor Enterprises, LLC shall make best efforts to identify those qualifying Class Members with the caveat that technological impediments may render it impossible to do so with complete accuracy.
- C. For all current or former paying subscribers to the Stratfor Service on December 24, 2011, whose credit card information 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, Defendant Stratfor Enterprises, LLC shall offer, at no cost to the Plaintiffs, an "e-book" entitled "The Blue Book" published by Stratfor Enterprises, LLC at an approximate value of twelve dollars and ninety nine cents (\$12.99) (exclusive of

tax and shipping) per Class Member, which is equal to seven hundred seventy nine thousand four hundred dollars (\$779,400.00) in the aggregate for the Class.

- D. Defendant Stratfor Enterprises, LLC shall continue the one year CSID credit monitoring service offered on December 28, 2011, by Stratfor Enterprises, LLC at a cost of one hundred seventy eight thousand two hundred dollars (\$178,200.00) to those subscribers who affirmatively requested it, and lasting until the previously established date the credit monitoring service was to expire.
- E. Defendant Stratfor Enterprises, LLC, to ensure the future security of subscribers to the Stratfor Service, has pursued or will pursue the engagement of SecTheory to provide IT Security at a value of eighteen thousand nine hundred dollars (\$18,900.00); Verizon Wireless, provider of IT Security, at a value of one hundred eighty thousand eight hundred fifty four dollars and sixty two cents (\$180,854.62); Tag1, providers of IT Performance and Development at a value of twenty four thousand six hundred fifteen dollars and thirty four cents (\$24,615.34); and Acquia, provider of IT Data Migration and Development at a value of four hundred seventy six thousand and sixty two dollars (\$476,062.00).
- F. Subject to the limitations contained in this paragraph, Defendants shall pay over to Plaintiffs all of the insurance proceeds from the Scottsdale Policy if and to the extent recovered as provided herein. Such amounts recovered (after costs and attorneys' fees) shall be equally distributed amongst all Class Members who were current or former paying subscribers to the Stratfor Service as of December 24, 2011, whose credit card numbers Stratfor had on file on December 24, 2011, and whose credit card information was obtained by third-parties due to the breach of

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Stratfor's computer storage systems. George Friedman agrees to bring an action against Scottsdale, if necessary, to enforce any and all rights under the policy terms of the Scottsdale Policy arising out of the action and agrees to assist Plaintiffs' counsel as reasonably required in obtaining monies with respect thereto under the Scottsdale Policy. Plaintiffs agree that any settlement or judgment reached in the Scottsdale Action shall not include any recovery, directly or indirectly, against any directors or officers of Stratfor, and that they shall not pursue and shall release any and all claims against the directors and officers of Stratfor. The Parties further agree that no action against Scottsdale shall be brought until the Final Order and Judgment in this Lawsuit has been entered with the Court and that Plaintiffs will bear all of the costs of the Scottsdale Action. Nothing in this Settlement Agreement may be interpreted or understood to mean that the Settlement Agreement is conditioned or dependent upon the successful outcome of any potential action taken against Scottsdale seeking recovery under the Policy. The Parties also agree that Plaintiffs' Counsel will represent George Friedman in the Scottsdale Action, that Plaintiffs' Counsel retains complete and sole discretion whether and on what terms to settle or litigate the Scottsdale Action, subject to the limitations in this paragraph, and that Plaintiffs' Counsel will be entitled to a fee of 1/3 of the amount recovered from the Scottsdale Action. Stratfor reserves all other rights and claims under the Scottsdale policy to the extent they do not conflict with the rights granted pursuant to this Agreement.

- G. Defendant Stratfor Enterprises, LLC, agrees to and shall deposit in an interest-bearing bank account established by Stratfor Enterprises, LLC, the total sum of

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Four Hundred Thousand Dollars (\$400,000.00) as a Common Fund for Class Administrator fees and expenses related to notice and claims administration, attorneys' fees and costs, and payment of \$10,000 total to David Sterling and Sterling & Sterling, Inc. as lead plaintiffs. The first installment of One Hundred Fifty Thousand Dollars (\$150,000.00) shall be deposited within ten (10) business days of entry of the Preliminary Approval Order. The remainder shall be deposited within thirty (30) days after entry of the Final Order and Judgment. The interest earned on such deposits shall accrue to the benefit of the Common Fund. The Class Action Administrator will maintain control over the Common Fund and shall be responsible for all disbursements. In the event that Class Administration fees and costs exceed \$400,000, Plaintiffs shall pay for all excess fees and costs. In addition, under no circumstances will Defendants have any liability for taxes or tax expenses under this Settlement Agreement. All monies in the Common Fund shall be paid out in full, and no monies shall revert to Stratfor Enterprises, LLC, unless the Court rejects the Final Order and Judgment, in which case all monies paid into the Common Fund shall immediately be returned to Stratfor Enterprises, LLC.

- H. The Parties shall have no other financial obligations other than those specified in subsections III(A)-III(G) above.

IV. SUBMISSION TO COURT FOR PRELIMINARY APPROVAL

- A. Upon execution of this Agreement by both Parties, Class Counsel shall submit this Agreement to the Court and request that the Court enter the Preliminary Approval Order. This Agreement is subject to and conditioned upon judicial

approval with all applicable procedural and due process requirements being satisfied and the issuance of the Final Order and Judgment granting final approval of this Agreement.

V. NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

- A. The notice program and content shall be submitted for Court approval through the Preliminary Approval order and shall consist of the following: (1) a third-party website created to provide neutral information about the settlement and containing the Notice of Proposed Class Action Settlement (the "Settlement Website"); and (2) a notification, emailed by Stratfor to all Class Members whom Stratfor can identify through reasonable efforts, which email notification shall include a hypertext link to the Settlement Website.
- B. The notice program set forth in paragraph V(A) above, shall be established, and the emails sent, within thirty (30) days of entry of the Preliminary Approval Order. Notice under V(A)(2) above and the costs associated with the Settlement Website and the fees and costs of the Class Action Administrator, including payment for Notice-related work, shall be paid out of the Common Fund. Notwithstanding section III(G), any amounts expended on the notice described in paragraph V(A) are non-refundable to Defendants even if the Court does not enter the Final Order and Judgment.
- C. The Settlement Website shall (1) notify Class Members of their rights to object or opt out; (2) notify Class Members that no further notice will be provided to them that the settlement has been approved; and (3) inform Class Members that they should monitor the settlement information website for developments. The notice

shall provide that any objection to the proposed Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Fairness Hearing, only if, on or before a date to be specified in the Class Notice, the Person making an objection shall file notice of his or her intentions to do so and shall file copies of such papers he or she proposes to submit at the hearing with the Clerk of the Court on or before the dates specified in the Class Notice

- D. Within ten (10) days after the filing of this Agreement with the Court, Stratfor shall notify the appropriate state and federal officials of this Agreement pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

VI. CLASS MEMBERS' RIGHT OF EXCLUSION/INCLUSION

- A. Except for those Persons who properly request exclusion as described below, all members of the Class will be deemed Class Members for all purposes under this Agreement. Any Person who properly requests exclusion shall not be entitled to relief under, and shall not be affected by, this Agreement or any relief provided by this Agreement.
- B. A Class Member may request exclusion from the Class up until the Opt-Out Deadline. To request exclusion, the Class Member must complete, sign, and mail to the Class Action Administrator a Request for Exclusion. The Request must be signed by the Class Member under penalty of perjury. The Request must be postmarked on or before the Opt-Out Deadline.
- C. The Parties shall have the right to challenge the timeliness and validity of any exclusion request. The Court shall determine whether any contested exclusion request is valid.

D. Within ten (10) days after the Opt-Out Deadline, the Class Action Administrator, will provide to Defendants a list of all Persons who opted out by validly requesting exclusion. In the event that 10% or more of Class Members opt-out of the Settlement, Defendants may elect to terminate this Agreement on the ground that exclusion at that level threatens to frustrate the essential purpose of this Agreement. Defendants may exercise their right to terminate under this subsection by notifying Class Counsel of its election no later than seven (7) days after receipt of the list of Persons who opted out.

VII. OBJECTIONS

- A. Any Class Member who does not file a timely written request for exclusion may object to the fairness, reasonableness or adequacy of the Settlement. Class Members may not seek to exclude themselves from the Class and file an objection to the Settlement.
- B. Any Class Member who wishes to object to any aspect of the Settlement must deliver to Class Counsel and Defendants' Counsel as set forth in subsection XIII(K) below, no later than 21 days before the Fairness Hearing, and file with the Court, no later than 21 days before the Fairness Hearing, a written statement of the objection(s). The written statement of the objection(s) must include (a) a detailed statement of the Class Member's objection(s), as well as the specific reasons, if any, for each objection, including any evidence and legal authority the Class Member wishes to bring to the Court's attention and any evidence the Class Member wishes to introduce in support of his/her objection(s); (b) the Class Member's name, address and telephone number; and (c) information

demonstrating that the Class Member is entitled to be included as a member of the Class.

- C. Class Members may raise an objection either on their own or through an attorney hired at their Class Members' own expense. If a Class Member hires an attorney other than Class Counsel to represent him or her, the attorney must (a) file a notice of appearance with the Clerk of Court no later than 21 days before the Fairness Hearing or as the Court otherwise may direct, and (b) deliver a copy of the notice to Class Counsel and Defendants' Counsel, as set forth in subsection XIII(K) below, no later than 21 days before the Fairness Hearing. Class Members, or their attorneys, intending to make an appearance at the Fairness Hearing, must deliver to Class Counsel and Defendants' Counsel, and file with the Court, no later than 21 days before the Fairness Hearing or as the Court otherwise may direct, a notice of their intention to appear at the Fairness Hearing.
- D. Any Class Member who fails to comply with the provisions of the preceding subsections shall waive and forfeit any and all rights he or she may have to appear separately and/or object, and shall be bound by all the terms of this Settlement and by all proceedings, orders, and judgments in the Action.

VIII. EXCLUSIVE REMEDY; DISMISSAL OF THE ACTION; JURISDICTION OF THE COURT

- A. This Agreement shall be the sole and exclusive remedy for any and all Settled Claims of Class Members. Upon entry of the Final Order and Judgment, each Class Member shall be barred from initiating, asserting, or prosecuting against Stratfor any Settled Claims that are released by operation of this Agreement and

the Final Order and Judgment. In the event any Class Member attempts to prosecute an action in contravention of the Final Order and Judgment, counsel for any of the Parties may forward this Agreement and the Final Order and Judgment to such Class Member and advise him, her, or it of the releases provided pursuant to this Agreement. If so requested by Stratfor or counsel for Stratfor, Class Counsel shall provide this notice.

- B. Upon entry of Final Order and Judgment, the Action shall be dismissed with prejudice.
- C. Upon entry of the Final Order and Judgment, Stratfor shall within ten (10) days move to dismiss Civil Action No. 1:12-cv-125, *Stratfor Enterprises, LLC, et al. v. Sterling et al.*, U.S. District Court, Western District of Texas.
- D. The Court retains exclusive and continuing jurisdiction over the Action and all Parties to interpret and enforce the terms, conditions, and obligations of this Agreement.

IX. RELEASES

- A. Upon entry of the Final Order and Judgment, and regardless of whether any Class Member executes and delivers a written release, each Releasing Party shall be deemed to release and forever discharge Stratfor from any and all Settled Claims.
- B. The Releasing Parties shall, by operation of the Final Order and Judgment, be deemed to assume the risk that facts additional, different, or contrary to the facts which each believes or understands to exist, may not exist or may be discovered after the release set forth in this Agreement becomes effective, and the Releasing Parties shall, by operation of the Final Order and Judgment, be deemed to have

agreed that any such additional, different, or contrary facts shall in no way limit, waive, or reduce the foregoing releases, which shall remain in full force and effect.

- C. Nothing in this Agreement shall be construed in any way to prejudice or interfere with any Releasing Party's ability to pursue his, her, or its rights under any applicable insurance policies, with the exception of the rights as set forth in subsection III(F).

X. CLASS COUNSEL FEES

- A. Class Counsel may apply to the Court for a determination of their reasonable attorneys' fees and costs. Class Counsel agrees that it will seek up to, but not exceeding the amount remaining in the Common Fund after the payment of the Class Administrator's fees and all fees and costs related to class administration, and also 1/3 of any insurance proceeds recovered from the Scottsdale Action, as stated in subsection III(F). Defendants will not object to this amount. Attorneys' fees and costs as awarded by the Court in this Action shall be paid out of the Common Fund by the Class Action Administrator at the close of the class administration. Any attorneys fees earned or awarded in pursuit of insurance proceeds in the Scottsdale Action shall not be paid out of the Common Fund.
- B. Except as otherwise provided in this section, each Party will bear its own costs, including attorneys' fees, incurred in connection with this Action.

XI. TERMINATION OF THE AGREEMENT

- A. The performance of this Agreement is expressly contingent upon entry of the Final Order and Judgment. If the Court fails to issue the Final Order and

Judgment following conclusion of the Fairness Hearing, or if Defendants terminate the Agreement as provided in subsection VI(D), the Agreement will be terminated.

- B. If the Final Order and Judgment is materially vacated, modified, or reversed, in whole or in part, the Agreement will be deemed terminated, unless, within thirty (30) days of receipt of such ruling, Plaintiffs (through Class Counsel) and Defendants each provide written notice to proceed with the Agreement as modified by the Court or on appeal.
- C. If this Agreement is terminated pursuant to this section or subsection VI(D), it will have no force or effect whatsoever, shall be null and void, and will not be admissible as evidence in any pending or future litigation in any jurisdiction.

XII. CONFIDENTIALITY

Other than responses to inquiries from governmental entities, publication of Notice of Proposed Class Action Settlement, or as necessary to comply with federal and state tax and securities law, no Party shall initiate any publicity relating to or make any public comment regarding this Settlement Agreement until the Final Order and Judgment is entered by the Court.

XIII. MISCELLANEOUS PROVISIONS

- A. This Agreement, including all attached exhibits, shall constitute the entire Agreement among the Parties with regard to the subject matter of this Agreement and shall supersede any previous agreements or understandings between the Parties, including but not limited to the Memorandum of Understanding executed on April 4, 2012.

- B. This Agreement may be not be changed, modified, or amended except in writing signed by Class Counsel and Defendants' counsel, subject to Court approval if required.
- C. Each Party represents and warrants that it enters into this Agreement of his, her, or its own free will. Each Party is relying solely on its own judgment and knowledge and is not relying on any statement or representation made by any other Party or any other Party's agents or attorneys concerning the subject matter, basis, or effect of this Agreement.
- D. This Agreement has been negotiated at arms' length by Class Counsel and Defendants' counsel. In the event of any dispute arising out of this Agreement, or in any proceeding to enforce any of the terms of this Agreement, no Party shall be deemed to be the drafter of this Agreement or of any particular provision or provisions, and no part of this Agreement shall be construed against any Party on the basis of that Party's identity as the drafter of any part of this Agreement. Any and all ambiguities regarding whether a claim, controversy or dispute has been settled, plus any ambiguities regarding whether a person is covered by this Agreement, shall be resolved in favor of settlement and/or coverage.
- E. The Parties agree to cooperate fully and to take all additional action that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.
- F. This Agreement shall be binding upon and inure to the benefit of all the Parties and their respective representatives, heirs, successors, and assigns.

SETTLEMENT AGREEMENT

Sterling v. Stratfor Enterprises, LLC, et al.

Case No. 2:12-cv-00297-DRH-ARL (E.D.N.Y.)

- G. The headings of the section of this Agreement are included for convenience only and shall not be deemed to constitute part of this Agreement or to affect its construction.
- H. Prior to pursuing relief or submitting any dispute relating to this Settlement Agreement to the Court, the Parties agree to mediate the dispute before David R. Cohen, Esq. (Federal Special Master). In the event that the Parties cannot resolve a dispute relating to this Settlement through mediation, the Parties agree to bring the dispute before the Eastern District of New York. This Settlement shall be construed under and governed by the laws of the State of Texas, applied without regard to laws applicable to choice of law. All Parties to this Settlement Agreement consent to jurisdiction before the Eastern District of New York for the purposes of resolving any disputes related to this Settlement. Should the Court not enter the Final Order and Judgment, the Parties expressly reserve the right to contest jurisdiction, venue, and choice of law in any further proceedings..
- I. If any provision, paragraph, section, subsection, or other portion of this Agreement is found to be void (except for Section IX), all of the remaining provisions of this Agreement shall remain in full force and effect.
- J. Any notice, instruction, court filing, or other document to be given by any Party to any other Party shall be in writing and delivered by: (a) email; and (b) personally, or sent by registered or certified mail postage prepaid, or by overnight delivery service to the respective representative identified below or to other recipients as the Court may specify. As of the date of this Agreement, these respective representatives are as follows:

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SETTLEMENT AGREEMENT

Sterling v. Stratfor Enterprises, LLC, et al.

Case No. 2:12-cv-00297-DRH-ARL (E.D.N.Y.)

For the Class:

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

For Defendants:

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

- K. The Parties each represent and warrant that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any claim or demand covered by this Agreement.
- L. The signatories to this Agreement represent that they have been duly authorized to execute this Agreement on behalf of the Parties they purport to represent.
- M. This Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Dated this 12th day of June, 2012.

By: 

Hunter J. Shkolnik (NY Bar No. HS4854)
Adam J. Gana (NY Bar No. AG1822)
Napoli Bern Ripka Shkolnik, LLP
350 Fifth Avenue, Suite 7413
New York, NY 10118
(212) 267-3700 (Phone)
(212) 587-0031 (Fax)

**PROPOSED CO-LEAD ATTORNEYS
PLAINTIFFS FOR THE CLASS**

By: 

Bill Cobb (TX Bar No. 00796372)
Jackson Walker L.L.P.
100 Congress Avenue, Suite 1100
Austin, TX 78701
(512) 236-2326 (Phone)
(512) 691-4446 (Fax)

**PROPOSED LEAD ATTORNEY FOR THE
DEFENDANTS GEORGE FRIEDMAN,
STRATFOR ENTERPRISES, LLC, AND
STRATEGIC FORECASTING, INC.**

EXHIBIT C

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 and timely submit a valid electronic claim form.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT AN ELECTRONIC CLAIM FORM	The only way to get compensation if you qualify.
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	Get no compensation. 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-XXX-XXX-XXXX TOLL FREE, OR VISIT WWW.XXXXX.COM
PARA UNA NOTIFICACIÓN EN ESPAÑOL, VISITE NUESTRO SITIO DE INTERNET.

BASIC INFORMATION PAGES _____

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- 3. Why is this a class action?
- 4. Why is there a Settlement?

WHO IS IN THE SETTLEMENT PAGES _____

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THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY PAGES _____

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- 8. How can I receive the benefits?
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IF YOU DO NOTHING..... PAGE _____

- 21. What happens if I do nothing at all?

GETTING MORE INFORMATION PAGE _____

- 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 and submits a valid electronic claim form. 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-XXX-XXX-XXXX 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.

HOW TO RECEIVE THE BENEFITS—SUBMITTING A CLAIM FORM

8. How can I receive the benefits?

In order to receive benefits under the Settlement, please visit www.XXXXX.com or www.stratfor.com and complete the electronic claim form. Stratfor will then verify your eligibility, to the extent practicable, and depending upon whether you are a current or former subscriber, provide you with the corresponding benefit described in Question 7.

With one limited exception, only a Class Member can submit an electronic claim form. That is exception is that an electronic claim form may be submitted on behalf of a deceased or incapacitated Class Member by his or her Legally Authorized Representative. While your lawyer may assist you, your lawyer cannot submit a claim on your behalf.

9. When would I receive the benefits?

Benefits will be made available to eligible Class Members who send in valid electronic claim forms on time, 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 **Month 00, 201__** (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 submit an electronic claim form, or simply 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.XXXXX.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 Month __, 201__ to:

XXXXXXXXXX
P.O. Box XXXX
_____, _____-XXXX

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 **Month 00, 201__**.

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

No. If you exclude yourself, do not submit a claim form to ask for compensation. If you do submit an electronic claim form after excluding yourself, the claim form will be rejected and you will receive no payment.

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 deliver to the following addresses on or before _____, 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 __: __ .m., on day, Month 00, 201__, 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, you'll get no compensation from this Settlement. But, unless you exclude yourself, you won't be able to individually sue Stratfor for the claims released, nor will you be able to maintain any claim in any lawsuit you already filed if the claim is released in this Settlement.

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.XXXXX.com. You may call the toll-free number listed below or visit the website, or write to the Claims Administrator at _____. You can also get an electronic claim form at www.XXXXX.com or www.stratfor.com.

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

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DAVID STERLING, an Individual and
STERLING & STERLING, INC., a corporation on
behalf of themselves and others similarly situated,

Plaintiffs,

v.

STRATFOR ENTERPRISES, LLC, STRATEGIC
FORECASTING, INC., and GEORGE FRIEDMAN

Defendants.

CIVIL ACTION NO.:
2:12-CV-00297(DRH-ARL)

Judge Denis R. Hurley

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U.S. DISTRICT COURT E.D.N.Y.
U.S. DISTRICT COURT E.D.N.Y.
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**ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT AND
APPOINTMENT OF LEAD COUNSEL, PROVISIONALLY CERTIFYING A
NATIONWIDE SETTLEMENT CLASS, APPROVING PROCEDURE FOR AND
FORMS OF NOTICE, AND
SCHEDULING FAIRNESS HEARING**

Upon review and consideration of the Settlement Agreement, and the attachments thereto which have been filed with the Court, and having been fully advised in the premises, it is **HEREBY ORDERED, ADJUDGED and DECREED** as follows:

1. The parties have agreed to settle this and related actions upon the terms and conditions set forth in the Settlement Agreement, which has been filed with the Court.
2. The Court has reviewed the Settlement Agreement, as well as the files, records, and proceedings to date in this matter. The definitions in the Settlement Agreement are hereby incorporated as though fully set forth in this Order, and capitalized terms shall have the meanings attributed to them in the Settlement Agreement.
3. Based upon preliminary examination, it appears to the Court that: the Settlement

Agreement provides substantial benefits to the Class without the risk, cost, or delay associated with continued litigation, trial and/or appeal; appears fair, reasonable, and adequate; the Class should be certified for settlement purposes, subject to Paragraph 16 below; and a Fairness Hearing should be held after notice to the Class to determine whether the Settlement Agreement is fair, reasonable, and adequate and whether a Final Order and Judgment should be entered in this action, based upon that Settlement Agreement.

4. The Court held a conference with the Parties on June 11, 2012, to discuss all matters concerning the settlement. Based upon these discussions, the Parties stipulated and agreed to modify Section III (B) of the Settlement Agreement, as well as the Notice of Proposed Class Action Settlement. The Parties subsequently resubmitted the Settlement Agreement and the Notice of Proposed Class Action Settlement, both of which have been reviewed by the Court.

5. The Settlement Agreement, including all exhibits thereto, is preliminarily approved as fair, reasonable, and adequate. The Court finds that: a) the Settlement Agreement is the result of extensive, arms-length negotiations between experienced attorneys familiar with the legal and factual issues of this case; b) all Class Members are treated fairly under the Settlement; c) the provisions in the Settlement Agreement regarding payment of Class Counsel's attorneys' fees and costs appear reasonable under the circumstances; d) the provisions in the Settlement Agreement regarding special awards to plaintiffs appears reasonable under the circumstances; and e) the Settlement Agreement is reasonable and sufficient to warrant notice thereof to members of the Class and the Fairness Hearing described below.

6. The Court conditionally certifies, for settlement purposes only, the Class as follows: all persons, corporations, or entities who were current or former subscribers to the

Stratfor Service on December 24, 2011, whose credit card information 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.

7. In connection with the conditional certification, the Court makes the following preliminary findings pursuant to Rule 23 of the Federal Rules of Civil Procedure:

- a. The Class is so numerous that joinder of all members is impracticable;
- b. There are questions of law or fact common to the above-described Class;
- c. The claims of the named plaintiffs are typical of the claims being resolved through the proposed Settlement;
- d. The named plaintiffs are capable of fairly and adequately protecting the interests of the above-described Class in connection with the proposed Settlement;
- e. For purposes of determining whether the proposed Settlement is fair, adequate, and reasonable, common questions of law and fact predominate over questions affecting only individual Class Members. Accordingly, the Class is sufficiently cohesive to warrant resolution through settlement by representation; and
- f. For purposes of Settlement, a settlement with the above-described Class is superior to other available methods for the fair and efficient resolution of the claims of the Class.

8. In making the findings set forth in Paragraph 7, the Court has exercised its discretion in conditionally certifying the Class on a nationwide basis. Named Plaintiffs David Sterling individually and on behalf of Sterling & Sterling, Inc. are designated as Class Representatives.

9. The Court appoints Hunter J. Shkolnik and Adam J. Gana of Napoli Bern Ripka

Shkolnik, LLP as lead counsel for the Class. For purposes of these settlement approval proceedings, the Court finds that these attorneys are competent and capable of exercising their responsibilities as Lead Counsel.

10. A final approval hearing (the "Fairness Hearing") shall be held before this Court on September 28, 2012 at 3:00 p.m., to determine whether the Settlement Agreement is fair, reasonable, and adequate and should be approved. The Court will also rule on Class Counsel's fee-and-expense application and Plaintiffs' application for special awards (the "Fee Application") at that time. Papers in support of final approval of the Settlement Agreement and the Fee Application shall be filed with the Court according to the schedule set forth in Paragraph 16 below. The Fairness Hearing may be postponed, adjourned, or continued by order of the Court without further notice to the Class. After the Fairness Hearing, the Court may enter a Final Order and Judgment in accordance with the Settlement Agreement that will adjudicate the rights of the Class Members with respect to the claims being settled.

11. As soon as practicable after the entry of this Order, but not more than thirty (30) days after its entry, the Parties shall disseminate notice of the Settlement and Fairness Hearing to the members of the Class by effectuating the Notice Plan. The Notice Plan includes: (1) a third-party website created to provide neutral information about the settlement and containing the Notice of Proposed Class Action Settlement (the "Settlement Website"); and (2) a notification, emailed by Stratfor to all Class Members whom Stratfor can identify through reasonable efforts, which email notification shall include a hypertext link to the Settlement Website.

12. The Court finds that the Notice of Proposed Class Action Settlement and the manner of its dissemination described in Paragraph 11 is the best practicable notice under the

circumstances and is reasonably calculated, under all the circumstances, to apprise the Class Members of the pendency of this action, the terms of the Settlement, and their right to object to the Settlement or exclude themselves from the Class. The Court further finds that Notice of Proposed Class Action Settlement is reasonable, and it constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process.

13. Each Class Member who wishes to be excluded from the Class and follows the procedures set forth in this Paragraph shall be excluded. Any potential member of the Class may mail a written request for exclusion, in the form specified in the notice, to BMC Group, Inc. or its designee(s), postmarked no later than August 15, 2012. All persons or entities who properly and timely make a request for exclusion from the Class shall not be Class Members and shall have no rights with respect to the Settlement Agreement, if it is approved.

14. Any Class Member who has not timely submitted a written request for exclusion from the Class, and thus is a Class Member, may object to the fairness, reasonableness or adequacy of the Agreement, or the Fee Application, or both. Class Members may do so either on their own or through counsel hired at their expense. Any Class Member who wishes to object to the Settlement Agreement must, on or before September 7, 2012, file an objection with this Court. The written statement of the objection(s) must include (a) a detailed statement of the Class Member's objection(s), as well as the specific reasons, if any, for each objection, including any evidence and legal authority the Class Member wishes to bring to the Court's attention and any evidence the Class Member wishes to introduce in support of his/her objection(s); (b) the Class Member's name, address and telephone number; and (c) information demonstrating that the Class Member is entitled to be included as a member of the Class.

15. Papers in support of final approval of the Settlement Agreement and the Fee

Application shall be filed with the Court on or before August 15, 2012. Any responses to objections to the Settlement Agreement or the Fee Application, and any further papers in support of the Fee Application or final approval, shall be filed with the Court on or before September 20, 2012.

16. In summary, the dates of performance are as follows:

a. The Notices required to be electronically sent to Class Members per the Settlement Agreement shall be sent as soon as practicable after: (i) the entry of this Order but no later than 30 days after the entry of this Order;

b. The Summary Notice shall be published as soon as practicable after entry of this Order but no later than 30 days after the entry of this Order;

c. Papers in support of final approval of the Settlement Agreement and the Fee Application shall be filed with the Court on or before August 15 2012;

d. Class Members who desire to be excluded shall mail requests for exclusion postmarked no later than August 15, 2012;

e. All objections to the Settlement Agreement or Fee Application shall be filed and served by September 7, 2012;

f. Papers in response to objections, if any, and in further support of the Fee Application shall be filed and served by September 20, 2012;

g. Supplemental papers, if any, in support of final approval, shall be filed and served by September 20, 2012; and

h. The Fairness Hearing shall be held on September 28, 2012 at 3:00 p.m.

17. In the event the Settlement Agreement is not approved by the Court, or for any reason the parties fail to obtain a Final Order and Judgment as contemplated in the Settlement

Agreement, or the Settlement Agreement is terminated pursuant to its terms for any reason, then the following shall apply:

a. All orders and findings entered in connection with the Settlement Agreement shall become null and void and have no force and effect whatsoever, shall not be used or referred to for any purposes whatsoever, and shall not be admissible or discoverable in this or any other proceeding;

b. The conditional certification of a Nationwide Class pursuant to this Order shall be vacated automatically, the Actions shall proceed as though the Class had never been certified pursuant to this Settlement Agreement and such findings had never been made, and the Actions shall return to the procedural status quo before entry of the Preliminary Approval Order and all of the consolidated actions shall be restored to the active docket in accordance with the Settlement Agreement;

c. Nothing contained in this Order is, or may be construed as, any admission or concession by or against the Defendants or Plaintiffs on any point of fact or law, including, but not limited to, factual or legal matters relating to any effort to certify this case as a class action;

d. Nothing in this Order or pertaining to the Settlement Agreement shall be used as evidence in any further proceeding in this case, including, but not limited to, motions or proceedings seeking treatment of this case as a class action; and

e. All of the Court's prior Orders having nothing whatsoever to do with class certification shall, subject to this Order, remain in force and effect.

18. Pending final determination of whether the proposed Settlement should be approved, no Class Member directly, derivatively, in a representative capacity, or in any other

capacity, shall commence any action against the Company or any of the other Released Parties in any court or tribunal asserting any of the Released Claims.

19. The appointment of the firm of BMC Group, Inc. as Settlement Administrator is hereby approved for this Settlement.

20. Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the settlement that are not materially inconsistent with this Order and the Settlement Agreement, including making, without further approval of the Court, minor changes to the form or content of the Notice, Summary Notice, and other exhibits that they jointly agree are reasonable, appropriate or necessary.

PURSUANT TO STIPULATION, IT IS SO ORDERED

Dated: June 14, 2012

By: _____ /

Judge Denis R. Hurley
United States District Court Judge