

**IF YOU SHOPPED AT A VICTORIA’S SECRET, PINK, OR BATH & BODY WORKS STORE BETWEEN MAY 10, 2021 AND AUGUST 8, 2021, YOU MAY BE ELIGIBLE TO RECEIVE A VOUCHER FOR UP TO \$15 OFF A SINGLE PURCHASE USABLE TOWARD A FUTURE PURCHASE AT A VICTORIA’S SECRET, PINK, OR BATH & BODY WORKS STORE.**

***A STATE COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.***

A Class Action Settlement Agreement (“Settlement”) has been proposed in the class action lawsuit called *Smidga, et al. v. Bath & Body Works, LLC, and Victoria’s Secret Stores, LLC*, GD-21-009142, pending in the Court of Common Pleas, County of Allegheny, Pennsylvania (the “Action”). If the Court gives final approval to the Settlement, Bath & Body Works, LLC and Victoria’s Secret Stores, LLC (collectively, “Defendants”) will provide, for each Settlement Class Member who made a purchase during the Relevant Time Period (available here for each store: [www.FACTAClassActionSettlement.com](http://www.FACTAClassActionSettlement.com)) and properly and timely completes and submits a Claim Form, one Voucher for up to \$15.00 toward any single purchase at a Victoria’s Secret, PINK, or Bath & Body Works store.

Your legal rights may be affected whether or not you act. Read this Notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>		
<b>SUBMIT A CLAIM FORM</b>	<p><b>If you made one or more purchases during the Relevant Time Period and received a printed receipt:</b> You must submit a Claim Form to receive one (1) Voucher worth up to \$15.00.</p> <p><b>If you made one or more purchases from Bath &amp; Body Works, as well as from either Victoria’s Secret or PINK during the Relevant Time Period and received printed receipts:</b> You may request one (1) Voucher worth up to \$15.00 from each Defendant.</p>	<p>Deadline: <b>July 16, 2024</b></p>
<b>EXCLUDE YOURSELF</b>	<p>If you exclude yourself from the Settlement, you will not receive a Voucher under the Settlement. Excluding yourself is the only option that allows you to bring or maintain your own lawsuit against Defendants for the allegations in the Action ever again.</p>	<p>Deadline: <b>July 1, 2024</b></p>
<b>OBJECT</b>	<p>You may file a written objection telling the Court why you object to (i.e., don’t like) the Settlement and think it shouldn’t be approved. Submitting an objection does not exclude you from the Settlement.</p>	<p>Deadline: <b>July 1, 2024</b></p>
<b>GO TO A HEARING</b>	<p>The Court will hold a hearing to consider the Settlement, the request for attorneys’ fees and costs of the lawyers who brought the Action, and the Named Plaintiffs’ request for service awards for bringing the Action.</p> <p>You may, but are not required to, speak at the hearing about any objection you filed to the Settlement. If you intend to speak at the hearing, you must also submit a “Notice of Intention to Appear” indicating your intent to do so.</p>	<p>Final Approval Hearing Date and Time: <b>October 24, 2024 at 10:00 a.m.</b></p>
<b>DO NOTHING</b>	<p><b>If you made one or more purchase(s) during the Class Period using either My Bath &amp; Body Works Rewards or a Victoria’s Secret branded credit or debit card, and do not submit a Valid Claim Form</b> and the Court approves the Settlement, you will receive one (1) Voucher worth up to \$5.00. You will also give up your right to object to the Settlement and you will be not be able to be part of any other lawsuit about the legal claims in this case.</p> <p><b>If you made a purchase without using a My Bath &amp; Body Works Rewards or a Victoria’s Secret branded credit or debit card and do not submit a Valid Claim Form</b> and the Court approves the Settlement, you will get no Voucher and you will give up your right to object to the Settlement and you will not be able to be part of any other lawsuit about the legal claims in this case.</p>	<p>N/A</p>

- These rights and options—**and the deadlines to exercise them**—are explained in more detail below.
- The Court in charge of this Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Settlement Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement.

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**BACKGROUND INFORMATION**

**1. Why did I get an email Notice?**

You received Notice because a Settlement has been reached in this Action. You might be a member of the Settlement Class and may be eligible for the relief detailed below.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines certain capitalized terms used in this Notice), see Section 21 below.

## **2. *What is this lawsuit about?***

Plaintiffs Malinda S. Smidga, Ashley Popa, Matilda Dahlin, Christina Calcagno, and Brian Calvert (the “Named Plaintiffs”) filed a lawsuit against Defendants on behalf of themselves and all others similarly situated. The lawsuit alleges that Defendants printed more than the last five digits of credit card and debit card numbers on receipts provided to cardholders at the point of sale in their Victoria’s Secret, PINK, and Bath & Body Works stores in violation of the Fair and Accurate Credit Transactions Act, 15 U.S.C. § 1681c(g)(1) between May 10, 2021 and August 8, 2021.

Defendants deny each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. Defendants further deny that any Settlement Class Member is entitled to any relief and, other than for Settlement purposes, that this Action is appropriate for certification as a class action.

The issuance of this Notice is not an expression of the Court’s opinion on the merits or the lack of merits of the Named Plaintiffs’ claims in the Action.

For information about how to learn about what has happened in the Action to date, please see Section 21 below.

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

In a class action lawsuit, one or more people called “Named Plaintiff(s)” (in this Action, Malinda Smidga, Ashley Popa, Matilda Dahlin, Christina Calcagno and Brian Calvert) sue on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Settlement Class Members. The companies sued in this case, Bath & Body Works, LLC and Victoria’s Secret Stores, LLC, are called the Defendants.

## **4. *Why is there a Settlement?***

The Named Plaintiffs have made claims against Defendants. Defendants deny that they have done anything wrong or illegal and admit no liability. The Court has **not** decided that the Named Plaintiffs or Defendants should win this Action. Instead, both sides agreed to a Settlement. That way, they avoid the cost of a trial, and the Settlement Class Members will receive relief now rather than years from now, if at all.

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

The Court has decided that everyone who fits the following description is a Settlement Class Member for purposes of the proposed Settlement:

**All consumers who made a purchase at a Victoria’s Secret, PINK, or Bath & Body Works store during the Relevant Time Period and were provided a printed receipt at the point of sale that displayed more than the last five digits of their credit card or debit card number.**

**The Relevant Time Period is different for each store. You can find the Relevant Time Period for the store you shopped at here: [www.FACTAClassActionSettlement.com](http://www.FACTAClassActionSettlement.com)**

Excluded from the Class are Defendants’ Counsel, Defendants’ officers and directors, Class Counsel, the judge presiding over the Action and any member of the judge’s immediate family, and any heirs, assigns and successors of any of the above persons or organizations in their capacity as such. Excluded from the Class are also all individuals who, prior to the execution of this Settlement Agreement, commenced separate litigation or arbitration involving the Fair and Accurate Credit Transactions Act against any Defendant regardless of the present status of such proceeding or any future developments therein.

**If you only made an online purchase from Victoria’s Secret, PINK, or Bath & Body Works, if you only received an emailed receipt for an in-store purchase, or if you did not use a credit or debit card for your purchase, you are not included in the Settlement Class.**

## **6. *I’m still not sure if I am included.***

If you are still not sure whether you are included, you can write the Settlement Administrator for free help. The email address of the Settlement Administrator is [admin@FACTAClassActionSettlement.com](mailto:admin@FACTAClassActionSettlement.com) and the U.S. postal (mailing) address is *Smidga v. Bath & Body Works* Settlement Administrator, P.O. Box 301134, Los Angeles, CA 90030-1134.

## THE PROPOSED SETTLEMENT

### **7. What relief does the Settlement provide to the Settlement Class Members?**

Defendants have agreed to provide each Settlement Class Member who timely and validly completes and submits a Claim Form one (1) Voucher worth up to \$15.00 to use on any single purchase at a Victoria's Secret, PINK, or Bath & Body Works store. If you submit a claim for a purchase made at Victoria's Secret or PINK, you will receive a Voucher usable only at either of those stores; if you submit a claim for a purchase made at Bath & Body Works, you will receive a Voucher usable only at Bath & Body Works.

If you made a purchase at both Bath & Body Works and also at either Victoria's Secret or PINK during the Relevant Time Period, you may submit a claim against both Defendants and will be eligible to receive two (2) Vouchers, one for each of the Defendant's stores.

You are entitled to receive only one Voucher per Defendant, even if you made multiple purchases at that Defendant's store(s).

For Settlement Class Members who made one or more purchases using My Bath & Body Works Rewards or a Victoria's Secret branded credit or debit card and who do not timely and validly complete and submit a Claim Form, Defendants have agreed to automatically provide these Settlement Class Members with one (1) claimable Voucher worth up to \$5.00 to use toward any single purchase at a Victoria's Secret, PINK, or Bath & Body Works store.

### **HOW TO RECEIVE A VOUCHER—SUBMITTING A CLAIM FORM**

### **8. How can I get a Voucher?**

To qualify for one (1) Voucher worth up to \$15.00, you must complete and submit a Claim Form. A Claim Form is available on the Internet at the website [www.FACTAClassActionSettlement.com](http://www.FACTAClassActionSettlement.com). The Claim Form may be submitted electronically or by postal mail. Read the instructions carefully, fill out the form, and postmark it by July 16, 2024 or submit it online on or before 11:59 p.m. (Eastern) on July 16, 2024.

### **9. When will I get my Voucher?**

As described in Sections 18 and 19 below, the Court will hold a hearing on October 24, 2024 at 10:00 a.m., to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It's always uncertain when any appeals will be resolved, and resolving them can take time, perhaps more than a year. You can check on the progress of the case on the website dedicated to the Settlement at [www.FACTAClassActionSettlement.com](http://www.FACTAClassActionSettlement.com). *Please be patient.*

### **10. What are the limitations on using the Voucher?**

Vouchers will be valid for six (6) months from the date they are sent to you. Vouchers are non-transferable and non-refundable. Vouchers are not redeemable for cash or gift cards. Vouchers may only be used towards a single purchase and may not be used on third-party merchandise, fees (such as shipping and handling), gift wrap, or membership fees, and may not be combined with other coupons, vouchers, or code-based offers. They cannot be used at outlet locations or store locations outside the United States. The value of the Voucher does not count towards any shipping offers. If items purchased with a Voucher are returned, canceled, or exchanged, the Voucher's value shall be deducted from any refund.

### **THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFFS**

### **11. Do I have a lawyer in this case?**

The Court has ordered that the law firm of Lynch Carpenter, LLP ("Class Counsel") will represent the interests of all Settlement Class Members. You will not be separately charged for these lawyers' services. If you want to be represented by your own lawyer, you may hire one at your own expense.

### **12. How will the lawyers be paid?**

Defendants have agreed to pay Class Counsel's attorneys' fees and costs up to \$3,000,000.00, subject to approval by the Court. You will not be required to pay any attorneys' fees or costs. Please see paragraphs 2.5 and 2.6 of the Settlement Agreement, available at [www.FACTAClassActionSettlement.com](http://www.FACTAClassActionSettlement.com), for additional details.

### **13. Will the Named Plaintiffs receive any compensation for their efforts in bringing this Action?**

The Named Plaintiffs will request service awards of up to \$5,000.00 each for their service as Class representatives and their efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the Class representatives.

## DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS

### 14. *What am I giving up to obtain relief under the Settlement?*

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing your claims against Defendants. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against Defendants regarding the claims in the Action. The Settlement Agreement, available on the Internet at the website [www.FACTAClassActionSettlement.com](http://www.FACTAClassActionSettlement.com), contains the full terms of the release.

### 15. *How do I exclude myself from the Settlement?*

You may exclude yourself (also called “opt out”) from the Class and the Settlement. If you want to be excluded, you must send a signed letter or postcard with: (a) your full name, address, and telephone number; (b) your personal and original signature (or the original signature of a person previously authorized by law, such as a trustee, guardian or person acting under a power of attorney, to act on behalf of the Settlement Class Member); and (c) a clear statement that you wish to be excluded from the *Smidga, et. al. v. Bath & Body Works, LLC, and Victoria’s Secret Stores, LLC* Settlement.

The request to exclude yourself must be postmarked no later than July 1, 2024 and mailed to the Settlement Administrator at:

*Smidga v. Bath & Body Works* Settlement Administrator  
P.O. Box 301134  
Los Angeles, CA 90030-1134

If you timely request exclusion from the Class, you will be excluded from the Class, you will not receive a Voucher under the Settlement, you will not be bound by the judgment entered in the Action, and you will not be precluded from prosecuting any timely, individual claim against Defendants based on the conduct complained of in the Action.

### 16. *How do I tell the Court that I disagree with the Settlement?*

If you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement, the proposed Settlement, attorneys’ fees, and/or any service awards, you must file with, mail to, or hand-deliver to the Court a written objection no later than (*i.e.*, filed, hand delivered, or postmarked by) July 1, 2024. At the same time you must deliver copies of the written objection to the Settlement Administrator at the addresses set forth below.

**Settlement Administrator:**  
*Smidga v. Bath & Body Works* Settlement Administrator  
P.O. Box 301134  
Los Angeles, CA 90030-1134

Any written objections must be in writing and contain: (a) the name and case number of the Action; (b) the Settlement Class Member’s full name, current address, and telephone number; (c) the Settlement Class Member’s original signature or the signature of counsel for the Settlement Class Member; (d) a statement that the Settlement Class Member objects to the Settlement, in whole or in part; (e) a statement of the legal and/or factual basis for the Settlement Class Member’s objection; (f) facts supporting your status as a Settlement Class Member (*e.g.*, the date and location of your relevant purchase(s)); (g) copies of any documents that the Settlement Class Member wishes to submit in support of the objection; and (h) the following language immediately above the Settlement Class Member’s signature and date: “I declare under penalty of perjury that the factual statements asserted herein are true and correct to the best of my knowledge and belief.”

You may, but need not, submit your objection through counsel of your choice. If you do make your objection through an attorney, you will be responsible for your personal attorneys’ fees and costs.

**IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FINAL APPROVAL HEARING.**

If you timely submit a written objection, you may appear at the Final Approval Hearing, either in person or through personal counsel hired at your expense, to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, or to the award of attorneys’ fees. You are not required, however, to appear. If you, or your attorney, intend to make an appearance at the Final Approval Hearing, you must include on your timely and valid objection a statement substantially similar to “Notice of Intention to Appear”.

If you intend to appear at the Final Approval Hearing through counsel, you must also identify the attorney(s) representing you who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, email address, and the state bar(s) to which your counsel is admitted. Also, if you intend to request the Court to allow you to call witnesses at the Final Approval Hearing, such request must be made in your written objection, which must also contain a list of any such witnesses and a summary of each witness's expected testimony.

**17. What is the difference between excluding myself and objecting to the Settlement?**

Objecting is simply telling the Court that you disagree with something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

**FAIRNESS HEARING**

**18. What is the Fairness Hearing?**

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. This is called a Fairness Hearing or Final Approval Hearing. The purpose of the hearing is for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for service awards to the Named Plaintiffs. You may attend, but you do not have to.

**19. When and where is the Fairness Hearing?**

On October 24, 2024, at 10:00 a.m. Eastern, a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness. The hearing will take place before the Honorable Philip A. Ignelzi in Courtroom 820 of the Court of Common Pleas, County of Allegheny, located at 414 Grant Street, Pittsburgh, PA 15219. The hearing may be postponed to a different date or time or location without notice. Please check [www.FACTAClassActionSettlement.com](http://www.FACTAClassActionSettlement.com) for any updates about the Settlement generally or the Fairness Hearing specifically. If the date or time or location of the Fairness Hearing changes, an update to the Settlement website will be the only way you will be informed of the change.

**20. May I speak at the hearing?**

At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement. As described above in Question 16, you may speak at the Fairness Hearing only if (a) you have timely submitted an objection, and (b) you have timely and validly provided a Notice of Intent to Appear.

If you have requested exclusion from the Settlement, you may not speak at the hearing.

**ADDITIONAL INFORMATION**

**21. How do I get more information?**

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, and the operative complaint filed in the Action, please visit the Settlement website located at: [www.FACTAClassActionSettlement.com](http://www.FACTAClassActionSettlement.com). Alternatively, you may contact the Settlement Administrator at the email address [admin@FACTAClassActionSettlement.com](mailto:admin@FACTAClassActionSettlement.com) or the U.S. postal (mailing) address: *Smidga v. Bath & Body Works* Settlement Administrator, P.O. Box 301134, Los Angeles, CA 90030-1134.

This description of the Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file you may visit <https://dcr.alleghenycounty.us/Civil/LoginSearch.aspx> or visit the Clerk's office at 414 Grant Street, Pittsburgh, PA 15219. The Clerk will tell you how to obtain the file for inspection and copying at your own expense.

**22. What if my address or other information has changed or changes after I submit a Claim Form?**

It is your responsibility to inform the Settlement Administrator of your updated information. You may do so at the address below:

*Smidga v. Bath & Body Works* Settlement Administrator  
P.O. Box 301134  
Los Angeles, CA 90030-1134