

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUIT

IF YOU ARE A SCREEN READER USER, YOUR LEGAL RIGHTS MAY BE AFFECTED. PLEASE READ THIS NOTICE AND THE INSTRUCTIONS CAREFULLY.

- This Notice is to inform you about the proposed Settlement that would resolve the class action lawsuit *Anthony Hammond Murphy v. Le Sportsac, Inc.*, Civil Action No. 1:22-cv-58 (W.D. Pa.).
- The Settlement covers all blind or visually impaired individuals who use screen reader auxiliary aids and who have accessed, attempted to access, been deterred from accessing, will access, will attempt to access, or will be deterred from accessing: <https://www.lesportsac.com/>.
- The class action lawsuit alleges that Le Sportsac, Inc. (“Le Sportsac”) violated the Americans with Disabilities Act, 42 U.S.C. §§ 12101, *et seq.*, by failing to take the necessary steps to ensure its website does not discriminate against blind or visually disabled consumers who use screen reader auxiliary aids to access digital content.
- Le Sportsac denies all liability in the case and asserts that its current practices do not violate applicable federal, state, and local law.
- The Settlement, which must be approved by the Court, would resolve the lawsuit.
- Le Sportsac has agreed to ensure its website meets the success criteria of the Web Content Accessibility Guidelines 2.1, at Levels A and AA (June 5, 2018), published by the World Wide Web Consortium, available at www.w3.org/TR/WCAG/, and to follow certain steps to ensure that its website becomes and remains accessible.
- You have the right to object to the Settlement by **May 29, 2023**.
- The Court will hold a final hearing to determine whether to approve the Settlement on **July 6, 2023**.
- Your legal rights are affected whether or not you act. Please read this Notice carefully.

I. WHAT IS THIS LAWSUIT ABOUT?

1. This case is a class action lawsuit. In a class action, one or more people sue on behalf of others who have similar claims. The person that sues is the class representative. All of

the people who have similar claims are part of a “Class.” Individual Class Members do not file lawsuits. Instead, a court resolves all of their claims at once.

2. This case is a class action that challenges the accessibility of: <https://www.lesportsac.com/>. Plaintiff alleged that the website was not accessible to persons with vision disabilities that use screen readers to access the internet. Plaintiff alleged that this violated the Americans with Disabilities Act. Plaintiff sought an order to require Le Sportsac to make its online content accessible to screen reader users.

II. WHO DOES THIS SETTLEMENT AFFECT?

3. This Settlement covers all blind or visually disabled individuals who use screen reader auxiliary aids to navigate digital content and who have accessed, attempted to access, or been deterred from attempting to access, or who will access, attempt to access, or be deterred from attempting to access <https://www.lesportsac.com/> from the United States.

III. WHAT DOES THE SETTLEMENT PROVIDE?

A. Le Sportsac Will Make Its Digital Properties Accessible.

Under the Settlement, Le Sportsac agrees to take steps to make <https://www.lesportsac.com/> and any new website or mobile application it develops or acquires (collectively “Digital Properties”) accessible to blind or visually disabled consumers who use screen reader auxiliary aids to access digital content (“Screen Reader Users”). Le Sportsac will ensure the Digital Properties meet the success criteria of the Web Content Accessibility Guidelines 2.1, at Levels A and AA (June 5, 2018), published by the World Wide Web Consortium, available at www.w3.org/TR/WCAG/, and to follow certain steps to ensure that its website becomes and remains accessible.

B. Le Sportsac Will Institute Accessibility Procedures To Ensure Accessibility.

Le Sportsac will also incorporate detailed steps into its accessibility policies and practices to ensure its Digital Properties become and remain accessible to Screen Reader Users.

1. For each new, renewed, or renegotiated contract with a vendor of Third-Party Content, Le Sportsac shall request that the vendor commit to provide content in a format that conforms to WCAG 2.1 or can be made to conform to WCAG 2.1.
2. Le Sportsac shall be required to designate an employee as its Accessibility Coordinator tasked to ensure the Digital Properties are accessible and that accessibility-related questions and concerns from consumers are resolved in a timely manner.

3. Le Sportsac shall retain an Accessibility Consultant knowledgeable about digital accessibility, the ADA, and accessibility. The Accessibility Consultant's duties shall include, among other things: (a) assisting Le Sportsac to conduct the initial accessibility audit; (b) advising Le Sportsac as to how to make the Digital Properties accessible; (c) providing accessibility training; (d) providing annual monitoring; and (e) verifying the Digital Properties are Accessible in the final Letter of Accessibility.
4. Le Sportsac shall complete an accessibility audit of <https://www.lesportsac.com/>. The audit shall be conducted in a professional manner and benchmarked by appropriate processes, including automated and end-user testing, consistent with the accessibility consultant's recommendations.
5. Le Sportsac shall train all employees responsible for website and mobile application design, development, and maintenance to ensure future design, development, and maintenance of the Digital Properties to ensure the Digital Properties are and remain accessible.
6. Le Sportsac shall display a link to its accessibility webpages at the beginning of a screen reader user's experience on the Digital Properties so that screen reader users perceive the link to the accessibility statement as if it were located at the top of each homepage throughout the Digital Properties. This will ensure that screen reader users learn of the resources located on these accessibility webpages.
7. Le Sportsac shall modify its bug fix policies, practices, and procedures to include the elimination of bugs that create accessibility barriers so that the Digital Properties substantially comply with WCAG 2.1.
8. Le Sportsac shall ensure its Client Support Personnel are trained to assist individuals who have a visual disability and to timely assist such individuals within published hours of operation.
9. Le Sportsac shall perform an annual Accessibility Conformance Evaluation to determine whether its Digital Properties are Accessible.

C. Le Sportsac Will Create A Dispute Resolution Procedure To Address Accessibility Issues.

Additionally, Le Sportsac will forward any complaint or issue raised to its customer services regarding the accessibility of its Digital Properties to Class Counsel (defined below), who shall work with Le Sportsac to ensure the issue is resolved consistent with the proposed Settlement. Class Counsel will monitor Le Sportsac's compliance with the Settlement as well.

D. Le Sportsac Will Pay Class Counsel’s Attorneys’ Fees And Costs.

The Settlement also provides that the named individual Plaintiff who served as Class Representative will receive a \$1,000.00 incentive award, subject to court approval, in return for a release of his individual claims.

Finally, East End Trial Group LLC (“Class Counsel”), the attorneys who represent the class, will have the right to seek attorneys’ fees and costs up to \$45,000.00 for work performed up to Le Sportsac’s deadline to makes its Digital Properties accessible. Class Counsel will file a motion asking the Court to award reasonable fees and costs to reimburse them for work they performed on this case. The Court must approve the amount awarded even if the parties reach an agreement on the amount. This motion for fees and costs will be available at <https://www.lesportsacADAsettlement.com> within seven days after it is filed with the Court.

IV. DOES THE SETTLEMENT AFFECT MY LEGAL RIGHTS?

All Class Members will be bound by the Terms of the Settlement relating to access to the Digital Properties for blind or visually disabled persons who use screen reader auxiliary aids to access digital content if the Settlement Agreement is approved by the Court. If the Settlement is approved, all Class Members will release and forever discharge all claims for injunctive relief under all federal, state, and local laws related to alleged discrimination by Le Sportsac against blind or visually disabled persons who use screen reader auxiliary aids to access digital content that arose before the Settlement Agreement becomes effective. Class Members, other than the named Plaintiff in the lawsuit, are not releasing any claims for monetary damages.

V. CAN I OBJECT TO THE SETTLEMENT?

You have the right to object to the proposed Settlement Agreement if you do not like part or all of it.

If you wish to object to the proposed Settlement, you must do so in writing on or before **May 29, 2023**. Your written objections must:

- a) clearly identify the case name and number, *Anthony Hammond Murphy v. Le Sportsac, Inc.*, Civil Action No. 1:22-cv-58 (W.D. Pa.);
- b) be submitted to the Court either by mailing them to the Clerk of the Court for the United States District Court for the Western District of Pennsylvania, 17 South Park Row, Courtroom 2B, Erie, PA 16501, or by filing them in person at any location of the United States District Court for the Western District of Pennsylvania; and
- c) be received on or before **May 29, 2023**.

If you wish to appear and present your objection orally at the Fairness Hearing, you must first submit a written objection and in your written objection you must indicate your intention to appear and be heard at the Fairness Hearing. If you appear through your own attorney, you are responsible for paying that attorney.

VI. DO I HAVE A LAWYER IN THIS CASE?

The Court has appointed Kevin Tucker and Kevin Abramowicz of East End Trial Group as Lead Counsel (“Class Counsel”) on behalf of the Class Members. Class Counsel’s contact information can be found in Section IX.

You do not need to hire a lawyer because Class Counsel is working on your behalf. You do not need to pay Class Counsel, as the Settlement provides that Le Sportsac will pay their fees and costs in an amount approved by the Court.

VII. WHEN AND WHERE WILL THE COURT APPROVE THE SETTLEMENT?

The Court will hold a hearing to decide whether to approve the Settlement on **July 6, 2023**. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. You are not required to attend the final Fairness Hearing.

VIII. HOW DO I GET MORE INFORMATION ABOUT THE SETTLEMENT?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at <https://www.lesportsacADAsettlement.com>, contact Class Counsel using the information below, access the Court docket in this case through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.pawd.uscourts.gov>, or visit the office of the Clerk of the Court for the United States District Court for the Western District of Pennsylvania, 17 South Park Row, Courtroom 2B, Erie, PA 16501, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

To obtain a copy of this Notice in alternate formats, contact Class Counsel using the information below.

IX. CONTACT INFORMATION

Please do not contact the Court, the Court clerk’s office, or Defense Counsel with questions about this Settlement. Any questions must be directed to Class Counsel at the numbers and addresses below.

Class Counsel:

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