

SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF WESTCHESTER

McCall, et al v. Hercules Corp., Index No. 66810/2021

IF YOU POSSESSED AND USED A HERCULES LAUNDRY CARD
AFTER JANUARY 1, 2017 AND STOPPED USING YOUR HERCULES
LAUNDRY CARD PRIOR TO JULY 13, 2021, YOU MAY BE ENTITLED
TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit with Hercules Corp. (“Hercules”), the Defendant in this case. Plaintiffs Richard McCall and Abraham Libman allege that Defendant misrepresented the value of its reloadable cash cards designed for use with laundry machines that are provided by and serviced by Defendant (“Laundry Cards”) by setting the reload amounts and laundry machine prices such that the Laundry Cards were guaranteed to have a remainder balance, and then charging consumers a \$5 processing and handling fee to collect the unused balance, without clearly and conspicuously disclosing that fee. Hercules denies these allegations.
- You are included if you possessed and used a Hercules Laundry Card after January 1, 2017, and stopped using your Hercules Laundry Card prior to July 13, 2021, and no longer possess your Hercules Laundry Card.
- Those included in the settlement will be eligible to receive a **\$3.00** cash payment if you possessed and used a Hercules Laundry Card after January 1, 2017 and stopped using the Hercules Laundry Card prior to July 13, 2021. Alternatively, you may receive a cash award of **\$15.00** if you: (i) were charged processing and handling fees in connection with recovering unused funds on a Hercules Laundry Card; or (ii) sent in your Hercules Laundry Card to Hercules for a recovery of unused funds, but had your card returned to you because it had less than a \$5 balance.
- Read this notice carefully. Your legal rights are affected whether you act, or don’t act.

QUESTIONS? CALL (888) 964-2126 TOLL FREE, OR VISIT
WWW.HERCULESLAUNDRYCARDSETTLEMENT.COM

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | |
|--|--|
| FILE A CLAIM BY SEPTEMBER 3, 2022 | The only way to receive a cash payment. By participating in the settlement, you will be bound by the terms of the Settlement Agreement and will give up certain rights. |
| EXCLUDE YOURSELF BY MAY 31, 2022 | You will receive no benefits, but you will retain any rights you currently have to sue the Defendant about the claims in this case. |
| OBJECT BY MAY 31, 2022 | Write to the Court explaining why you don't like the settlement. |
| GO TO THE FINAL APPROVAL HEARING ON JULY 12, 2022 | Ask to speak in Court about your opinion of the settlement. |
| DO NOTHING | You will not get a share of the settlement benefits and will give up your rights to sue Defendant about the issues in this case. |

These rights and options—**and the deadlines to exercise them**—are explained in this Notice.

BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this notice because you have a right to know about a proposed settlement of this class action lawsuit and about all of your options, before the Court decides whether to give final approval to the settlement. This Notice explains the lawsuit, the settlement, and your legal rights.

The Honorable Linda S. Jamieson of the Supreme Court of the State of New York, County of Westchester, is overseeing this case. The case is called *McCall, et al. v. Hercules Corp.*, Index No. 66810/2021. The people who sued are called the Plaintiffs. The Defendant is Hercules Corp.

2. What is a class action?

In a class action, one or more people called class representatives (in this case, Richard McCall and Abraham Libman) sue on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the Settlement Class.

3. What is this lawsuit about?

This lawsuit claims Plaintiffs Richard McCall and Abraham Libman (collectively, the “Class Representatives”) allege that Defendant allegedly misrepresented the value of its Laundry Cards by setting the reload amounts and laundry machine prices such that the Laundry Cards were guaranteed to have a remainder balance, and then charging consumers a \$5 processing and handling fee to collect the unused balance, without clearly and conspicuously disclosing that fee. Hercules denies all allegations of wrongdoing, and the Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

4. Why is there a settlement?

The Court has not decided whether the Plaintiffs or the Defendant should win this case. Instead, both sides agreed to a settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Settlement Class Members will get compensation sooner rather than, if at all, after the completion of a trial.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

The Court decided that everyone who fits the following description is a member of the **Settlement Class**:

All persons who possessed and used a Hercules Laundry Card after January 1, 2017 and stopped using their Hercules Laundry Card prior to July 13, 2021 and no longer possess their Hercules Laundry Card. The Settlement Class will be divided into two groups: (A) Group A, which consists of all class members who (i) were charged processing and handling fees in connection with recovering unused funds on a Hercules Laundry Card; or (ii) sent in their Hercules Laundry Card for a recovery of unused funds, but had those cards returned because they had less than a \$5 balance; and (B) Group B, which consists of all other persons who possessed and used a Hercules Laundry Card after January 1, 2017 and stopped using their Hercules Laundry Card prior to July 13, 2021 and no longer possess their Hercules Laundry Card.

THE SETTLEMENT BENEFITS

6. What does the settlement provide?

Monetary Relief: If approved, a Settlement Sum will be created totaling up to \$2,362,500.00. Settlement Class Member cash payments will come out of this Sum (*see* Question 12). The cost to administer the settlement, the cost to inform people about the settlement, attorneys’ fees (inclusive of litigation costs), and awards to the Class Representatives will be paid by Defendant separately from the Settlement Sum and will not derogate from the Settlement Sum (*see* Question 12).

A detailed description of the settlement benefits can be found in the Settlement Agreement, a copy of which is accessible on the Settlement Website by clicking [here](#).

Prospective Relief: In addition to the monetary relief described above, Defendant has agreed not to reinstate any fee for the recovery of unused funds on a Laundry Card.

7. How much will my payment be?

You **must** submit a Claim Form (see instructions below) to receive a share of the Settlement Fund. You may be entitled to receive a **\$3.00** cash payment if you possessed and used a Hercules Laundry Card after January 1, 2017 and stopped using the Hercules Laundry Card prior to July 13, 2021. Alternatively, you may receive a cash award of **\$15.00** if you: (i) were charged processing and handling fees in connection with recovering unused funds on a Hercules Laundry Card; or (ii) sent in your Hercules Laundry Card to Hercules for a recovery of unused funds, but had your card returned to you because it had less than a \$5 balance. These cash payments may be subject to *pro rata* adjustment depending on the number of valid claims that are filed.

8. When will I get my payment?

The hearing to consider the fairness of the settlement is scheduled for July 12, 2022. If the Court approves the settlement, eligible Class Members will receive their payment 30 days after the settlement has been finally approved and/or after any appeals process is complete. The payment will be made in the form of a check (unless Venmo or PayPal is selected), and all checks will expire and become void 180 days after they are issued.

HOW TO GET BENEFITS

9. How do I get a payment?

You **must** complete and submit a Claim Form to receive a payment from the Settlement Fund. You may submit a Claim Form either electronically on the Settlement Website by clicking [here](#), or by printing and mailing in a paper Claim Form, copies of which are available for download [here](#). Claim Forms must be submitted online by **11:59 p.m. EST on September 3, 2022** or postmarked and mailed by **September 3, 2022**.

REMAINING IN THE SETTLEMENT

10. What am I giving up if I stay in the Class?

If the settlement becomes final, you will give up your right to sue the Defendant and other Released Parties for the claims being resolved by this settlement. The specific claims you are giving up against the Defendant are described in the Settlement Agreement. You will be “releasing” the Defendant and certain of its affiliates, employees and representatives as described in Section 1.26 of the Settlement Agreement. Unless you exclude yourself (*see* Question 13), you are “releasing”

the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available through the “important documents” link on the website.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 11 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in the case?

The Court has appointed Bursor & Fisher, P.A. to be the attorneys representing the Settlement Class. They are called “Class Counsel.” They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

12. How will the lawyers be paid?

The Defendant has agreed that Class Counsel may be paid reasonable attorneys’ fees, costs, and expenses in an amount to be determined by the Court. Class Counsel is entitled to seek no more than one-third of the Settlement Sum, but the Court may award less than this amount.

Subject to approval by the Court, Defendant has also agreed that the Class Representatives may be paid a Service Award of \$5,000 each from the Settlement Fund for their services in helping to bring and resolve this case.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the settlement?

To exclude yourself from the settlement, you must submit a request for exclusion by **11:59 p.m. EST on May 31, 2022**. Requests for exclusion may be submitted either on the Settlement Website (via the online form accessible [here](#)) or by mailing or otherwise deliver a letter (or request for exclusion) stating that you want to be excluded from the *McCall, et al. v. Hercules Corp.*, Index No. 66810/2021 settlement. Your letter or request for exclusion must also include your name, your address, a statement indicating the building in which the person resided and proof of residence in that building, your signature, the name and number of this case, and a statement that you wish to be excluded. If you choose to submit a request for exclusion by mail, you must mail or deliver your exclusion request, postmarked no later than **May 31, 2022**, to the following address:

Hercules Laundry Card Settlement
c/o JND Legal Administration
P.O. Box 91067
Seattle, WA 98111

QUESTIONS? CALL (888) 964-2126 TOLL FREE, OR VISIT
WWW.HERCULESLAUNDRYCARDSETTLEMENT.COM

14. If I don't exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims being resolved by this settlement.

15. If I exclude myself, can I get anything from this settlement?

No. If you exclude yourself, you will not receive a payment from the Settlement.

OBJECTING TO THE SETTLEMENT

16. How do I object to the settlement?

If you are a Class Member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court a letter or brief stating that you object to the settlement in *McCall, et al. v. Hercules Corp.*, Index No. 66810/2021 and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. Your letter or brief must also include your contact and address information, documents sufficient to establish your standing as a Settlement Class Member, including, but not limited to, a statement indicating the building in which you resided when using the Hercules Laundry Card and proof of residence in that building, the facts supporting your objection, the legal grounds on which your objection is based, including all citations to legal authority and evidence supporting your objection, and the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection, and your signature. If you, or an attorney assisting you with your objection, have ever objected to any class action settlement where you or the objecting attorney has asked for or received payment in exchange for dismissal of the objection (or any related appeal) without modification to the settlement, you must include a statement in your objection identifying each such case by full case caption. You must also mail or deliver a copy of your letter or brief to Class Counsel and Defendant's Counsel listed below.

Class Counsel will file with the Court and post on this website its request for attorneys' fees by May 17, 2022.

If you want to appear and speak at the Final Approval Hearing to object to the settlement, with or without a lawyer (explained below in answer to Question Number 20), you must say so in your letter or brief. File the objection with the Court (or mail the objection to the Court) and mail a copy of the objection to Class Counsel and Defendant's Counsel, at the addresses below, postmarked no later than **May 31, 2022**.

| Court | Class Counsel | Defendant's Counsel |
|---|--|---|
| The Honorable Linda S. Jamieson Supreme Court of the State of New York, County of Westchester 111 Dr. Martin Luther King Jr. Blvd., White Plains, NY 10601 | Philip L. Fraietta Bursor & Fisher P.A. 888 Seventh Avenue New York, NY 10019 | Alan B. Howard Perkins Coie LLP 1155 Avenue of the Americas, 22 nd Floor New York, NY 10036 |

17. What's the difference between objecting and excluding myself from the settlement?

Objecting simply means telling the Court that you don't like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Class 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 case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold the Final Approval Hearing at **11:00 a.m. on July 12, 2022** at the Supreme Court of the State of New York, County of Westchester, Courtroom 103, 111 Dr. Martin Luther King Jr. Blvd., White Plains, NY 10601. The purpose of the hearing will be for the Court to determine whether to approve the settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for Service Awards to the Class Representatives. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check for updates by visiting the Settlement Website at www.HerculesLaundryCardSettlement.com or calling (888) 964-2126. If, however, you timely objected to the settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of the Final Approval Hearing.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection or comment, 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. You may also pay another lawyer to attend, but it is not required.

20. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your letter or brief objecting to the settlement a statement saying that it is your “Notice of Intent to Appear in *McCall, et al. v. Hercules Corp.*, Index No. 66810/2021.” It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed electronically with the Court by **May 31, 2022**, and postmarked no later than **May 31, 2022** and be sent to Class Counsel and Defendant’s Counsel at the addresses listed in Question 16.

GETTING MORE INFORMATION

21. Where do I get more information?

This Notice summarizes the settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.HerculesLaundryCardSettlement.com. You may also write with questions to Hercules Laundry Card Settlement, c/o JND Legal Administration, P.O. Box 91067, Seattle, WA 98111. You can call the Settlement Administrator at (888) 964-2126 or Class Counsel at (646) 837-7150, if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website.