

Exhibit 1:
Proposed Class Action Settlement Agreement

**IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA**

ANTHONY HAMMOND MURPHY, on behalf
of himself and all others similarly situated,

Plaintiff,

v.

LE SPORTSAC, INC.,

Defendant.

Civil Action No. 1:22-cv-58

CLASS ACTION SETTLEMENT AGREEMENT

Table of Contents

1.	Introduction	1
2.	Definitions	2
3.	Conditions Precedent	6
4.	Le Sportsac Shall Make the Digital Properties Accessible	6
5.	No Overlays	6
6.	Third-Party Content	7
7.	Accessibility Coordinator	7
8.	Accessibility Consultant and Status Report	7
9.	Initial Accessibility Audit	8
10.	Accessibility Strategy	8
11.	Accessibility Statement	9
12.	Accessibility Training	9
13.	Customer Service Training.....	10
14.	Modified Bug Fix Priority	10
15.	Accessibility Support	10
16.	Semi-Annual Automated Accessibility Audit	11
17.	Annual End-User Accessibility Testing	11
18.	Agreement Term	11
19.	Monitoring of Compliance	12
20.	Le Sportsac’s Reporting Schedule	12
21.	Scope of Agreement	14
22.	Incentive Award to Named Plaintiff	14

23.	Annual Report and Meet-and-Confers	14
24.	Dispute Resolution Procedure	15
25.	Attorneys' Fees and Costs Through the Agreement Term	16
26.	Attorneys' Fees and Costs After the Agreement Term	17
27.	Preliminary Approval, Objections, and Fairness Hearing	18
28.	Notice	19
29.	Judgment, Final Approval, and Dismissal	20
30.	No Admission of Liability	20
31.	Terms Not Confidential; Non-Disparagement	20
32.	Release	21
33.	Entire Agreement	21
34.	Amendment	21
35.	Severability	21
36.	Drafting of this Agreement	21
37.	Execution in Counterparts	21
38.	Continuing Jurisdiction	22
39.	Deadlines	22
40.	Communications to Named Plaintiff, Class Counsel, the Settlement Class, and Le Sportsac	22

Settlement Agreement

1. **Introduction.** This Agreement (all capitalized terms shall have the meanings set forth in Section 2) is entered into by and between Defendant Le Sportsac, Inc. (“Le Sportsac”) and Named Plaintiff Anthony Hammond Murphy (“Murphy”) individually and on behalf of the Settlement Class.
 - 1.1. Le Sportsac operates and controls the Website, which is open to consumers in the United States through the internet.
 - 1.2. This Agreement applies to the Website and New Websites, and Subsequently Acquired Websites, but not Subsequently Abandoned Websites.
 - 1.3. Murphy uses screen reader auxiliary aids to access digital information and is a person with a disability as that term is used in the ADA. Murphy has attempted to patronize the Website and intends to do so again in the future.
 - 1.4. On February 16, 2022, Murphy filed this Lawsuit in the United States District Court for the Western District of Pennsylvania at *Anthony Hammond Murphy v. Le Sportsac, Inc.*, Civil Action No. 1:22-cv-58 (the “Lawsuit”), alleging the Website is not Accessible to Blind or Visually Disabled individuals, in violation of the ADA.
 - 1.5. On September 20, 2022, Murphy filed a Motion to Amend Complaint to assert class action claims (the “Amended Class Action Complaint”).
 - 1.6. On September 20, 2022, the Court granted Murphy’s Motion to Amend Complaint and directed the Clerk of Court to refile the Amended Class Action Complaint on the docket.
 - 1.7. Le Sportsac has denied and does deny each and every claim and allegation made by Murphy in the Lawsuit, but the Parties nevertheless wish to affect a complete resolution and settlement of all claims, disputes, and controversies relating to the allegations of Murphy and the Settlement Class and to resolve their differences and disputes by settling this Lawsuit.
 - 1.8. This Agreement is binding on Le Sportsac’s subsidiaries, successors, and assigns. This Agreement is binding on Murphy’s agents, successors, representatives, spouse, heirs, executors, legal representatives and assigns.
2. **Definitions.**
 - 2.1. “**Accessibility Consultant**” means the person or company designated by Le Sportsac to serve the purposes of Section 8 of this Agreement.

- 2.2. **“Accessibility Coordinator”** means the individual designated by Le Sportsac to serve the purposes of Section 7 of this Agreement.
- 2.3. **“Accessibility Statement”** means the statement required by Section 11 of this Agreement that must demonstrate Le Sportsac’s commitment to implementing Accessible services to Blind or Visually Disabled individuals.
- 2.4. **“Accessibility Strategy”** means the corrective action strategy required by Section 10 of this Agreement.
- 2.5. **“Accessibility Support Personnel”** means the individuals providing the support required by Section 14 of this Agreement.
- 2.6. **“Accessible”** or **“Accessibility”** refers to digital content that provides effective communication to all users, generally, in accordance with the success criteria of the WCAG 2.1.
- 2.7. **“ADA”** means Title III of the Americans with Disabilities Act, 42 U.S.C. §§ 12181 *et seq.*, and its implementing regulations.
- 2.8. **“Agreement”** means this settlement agreement.
- 2.9. **“Agreement Term”** means the time from the Effective Date through the end of three (3) years from the Effective Date.
- 2.10. **“Annual End-User Accessibility Testing”** means the annual testing required by Section 17 of this Agreement.
- 2.11. **“Annual Report”** means the document Le Sportsac shall submit to Class Counsel on the Effective Date’s anniversary date during the Agreement Term pursuant to Section 23 of this Agreement, stating the status of this Agreement’s implementation and identifying any outstanding issues on which the Parties disagree.
- 2.12. **“Blind or Visually Disabled”** means, with respect to an individual, a physical impairment that substantially limits the major life activity of seeing, pursuant to the ADA, 42 U.S.C. § 12102(1)-(2).
- 2.13. **“Class Counsel”** means Kevin W. Tucker, Kevin Abramowicz, Chandler Steiger, and Stephanie Moore of East End Trial Group LLC and Lawrence H. Fisher of LAWFIRST.
- 2.14. **“Costs”** means all out-of-pocket expenses reasonably incurred and shall include (but not be limited to) amounts payable to experts.

- 2.15. **“Court”** means the United States District Court for the Western District of Pennsylvania.
- 2.16. **“Digital Properties”** means the Website, any New Websites, and any Subsequently Acquired Websites.
- 2.17. **“Dispute Resolution Procedure”** means the process described in Section 24 of this Agreement.
- 2.18. **“Effective Date”** means the date on which all conditions precedent set forth in Section 3 of this Agreement are completed.
- 2.19. **“Final Approval”** means the period thirty-one (31) days following approval of this Agreement given in a written order by a United States District Court Judge or Magistrate of competent jurisdiction after notice to the Settlement Class and hearing, provided no appeal is filed during this period. If an appeal is filed, then Final Approval shall mean the period thirty-one (31) days following the exhaustion of any and all appeal(s).
- 2.20. **“Initial Accessibility Audit”** means the initial audit required by Section 9 of this Agreement.
- 2.21. **“Injunctive Releasing Parties”** means Murphy and the Settlement Class Members, and each of their executors, successors, spouse, family members, heirs, assigns, administrators, agents, and representatives.
- 2.22. **“Lawsuit”** means *Anthony Hammond Murphy v. Le Sportsac, Inc.*, Civil Action No. 1:22-cv-58 filed in the United States District Court for the Western District of Pennsylvania.
- 2.23. **“Letter of Accessibility”** means the letter issued by the Accessibility Consultant that confirms any Websites are Accessible, explains the testing standards, and summarizes both the remediation efforts Le Sportsac has taken during the Agreement Term and the policies and practices Le Sportsac has adopted to maintain any Websites in an Accessible manner going forward.
- 2.24. **“Modified Bug Fix Priority”** means the policies required by Section 15 of this Agreement.
- 2.25. **“Named Plaintiff”** means Anthony Hammond Murphy.

- 2.26. **“New Websites”** means any Website that Le Sportsac develops, starts to operate, and makes publicly available to consumers in the United States after the Effective Date of this Agreement.
- 2.27. **“Notice Deadline”** means the deadline for publishing notice to be set by the Court as part of the Preliminary Approval process.
- 2.28. **“Overlay”** means technologies that aim to improve the accessibility of a website by applying a third-party source code (typically Javascript) to make improvements to the website’s front-end code. Overlays often apply a script to a webpage which scans the webpage’s code and attempts to repair accessibility barriers automatically.
- 2.29. **“Le Sportsac Personnel”** means all persons who are employed by Le Sportsac and who have managerial responsibility for the design and development of the Website, New Websites, or Subsequently Acquired Websites.
- 2.30. **“Le Sportsac Settlement Contact”** means a Le Sportsac employee designated as the initial point of contact for Class Counsel with respect to issues concerning this Agreement. Le Sportsac shall notify Class Counsel in writing of the employee designated as the Le Sportsac Settlement Contact within ten (10) days of the Effective Date. Le Sportsac shall also notify Class Counsel in writing should a new employee be designated as the Le Sportsac Settlement Contact during the Agreement Term. Such notice shall be required within ten (10) days of designation of the new Le Sportsac Settlement Contact.
- 2.31. **“Parties”** refers to Le Sportsac, Murphy and the Settlement Class.
- 2.32. **“Preliminary Approval”** means the initial approval by the Court of the terms of this Agreement, which will occur before any notice being provided in accordance with this Agreement.
- 2.33. **“Released Injunctive Claims”** means any and all claims, rights, demands, charges, complaints, actions, suits, and causes of action, whether known or unknown, suspected or unsuspected, accrued or unaccrued, for injunctive, declaratory, or non-monetary relief, based on the Accessibility of any Websites to persons who are limited in the life activity of seeing and who use screen reader auxiliary aids to access digital information, including any injunctive, declaratory, or non-monetary claims under: (i) the ADA; and (ii) any state or local statutory, administrative, regulatory, or code provisions that either (a) directly incorporate the ADA or (b) set forth standards or obligations coterminous with or equivalent to the ADA. The

Released Injunctive Claims cover all conduct concerning the Accessibility of any Websites through the Agreement Term.

- 2.34. **“Semi-Annual Automated Accessibility Audit”** means the semi-annual audit required by Section 16 of this Agreement.
 - 2.35. **“Settlement Class”** or **“Settlement Class Members”** means a national class including 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, the Website from the United States.
 - 2.36. **“Settlement Website”** means the website located at <https://www.lesportsacADAsettlement.com>.
 - 2.37. **“Status Report”** means a written evaluation that (a) identifies content, features, and services on any Websites that are not Accessible to individuals who use screen reader auxiliary aids, and (b) recommends steps Le Sportsac must take to ensure their remediation.
 - 2.38. **“Subsequently Abandoned Websites”** means any Website that Le Sportsac ceases to operate or make publicly available to consumers in the United States after the Effective Date of this Agreement.
 - 2.39. **“Subsequently Acquired Websites”** means any Website that Le Sportsac acquires from a third party, starts to operate, and makes publicly available to consumers in the United States after the Effective Date of this Agreement.
 - 2.40. **“Third-Party Content”** means content that is not developed or completely owned by Le Sportsac.
 - 2.41. **“WCAG 2.1”** means the Web Content Accessibility Guidelines 2.1, including the WAI-ARIA.
 - 2.42. **“Website”** means the digital property located at <https://www.lesportsac.com/>.
- 3. Conditions Precedent.** This Agreement shall be conditioned and effective only upon the occurrence of all of the following events.
- 3.1. The Court grants Preliminary Approval of this Agreement and orders certification of the Settlement Class and notice to the Settlement Class Members.

- 3.2. Notice is provided to the Settlement Class Members in accordance with Section 27 of this Agreement.
- 3.3. The Court grants Final Approval of this Agreement and enters judgment in accordance with the terms herein after a fairness hearing has been conducted and all such orders and approvals have become final and non-appealable.
4. **Le Sportsac Shall Make the Digital Properties Accessible.** Le Sportsac shall ensure Blind or Visually Disabled individuals have full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations Le Sportsac provides by and through the Digital Properties as provided for in this Section.
 - 4.1. Le Sportsac shall ensure the U.S. portions of the Website are Accessible by the end of the Agreement Term.
 - 4.2. Le Sportsac shall ensure the U.S. portions of any New Websites are Accessible at the time of their release.
 - 4.3. Le Sportsac shall ensure the U.S. portions of any Subsequently Acquired Websites are Accessible within eighteen (18) months of their acquisition.
5. **No Overlays.** Overlay solutions such as those currently provided by companies such as AccessiBe, AudioEye, EqualWeb, UsableNet Assistive, and UserWay will not suffice to make the Digital Properties Accessible.
6. **Third-Party Content.**
 - 6.1. After the Effective Date of this Agreement, for each new, renewed, or renegotiated contract with a vendor of Third-Party Content, Le Sportsac shall request that the vendor provide Accessible content. If, during this contracting process, Le Sportsac issues a request for a proposal for development or inclusion of Third-Party Content on any Digital Properties, then Le Sportsac shall include Accessibility as a criterion. For Third-Party Content that is not subject to a written contract, Le Sportsac shall seek out such content that is Accessible.
 - 6.2. If, after following the process set forth in this Section, Le Sportsac is unable to confirm Accessible Third-Party Content, it shall advise Class Counsel annually, consistent with Section 23.

7. Accessibility Coordinator.

- 7.1. Within three (3) months of the Effective Date of this Agreement, Le Sportsac shall designate an Accessibility Coordinator for the Digital Properties. Le Sportsac shall also notify Class Counsel in writing when such designation is complete.
- 7.2. The Accessibility Coordinator shall be responsible for coordinating Le Sportsac's compliance with Sections 4 through 17 of this Agreement.
- 7.3. Le Sportsac shall maintain the Accessibility Coordinator through at least the Agreement Term.

8. Accessibility Consultant and Status Report.

- 8.1. Within six (6) months of the Effective Date of this Agreement, Le Sportsac shall appoint or retain an Accessibility Consultant who is knowledgeable about digital accessibility, the ADA, and Accessibility. Class counsel and Murphy agree to review, for pre-approval, Le Sportsac's proposed Accessibility Consultant, prior to the Effective Date of this Agreement.
- 8.2. The Accessibility Consultant's duties shall include: (a) assisting Le Sportsac with conducting the Initial Accessibility Audit; (b) advising Le Sportsac as to how to make the Digital Properties Accessible; (c) verifying that the Digital Properties are Accessible in the Letter of Accessibility; and (d) verifying Le Sportsac's compliance with this Section.
- 8.3. Before each anniversary date of the Effective Date of this Agreement, the Accessibility Consultant shall provide Le Sportsac with a Status Report. In the Status Report, the Accessibility Consultant shall: (a) identify content, features, and services on the Digital Properties that are not Accessible to individuals who use screen reader auxiliary aids; and (b) recommend steps Le Sportsac must take to ensure the Accessibility of the Digital Properties.
- 8.4. Le Sportsac shall include copies of the Letter of Accessibility and the Status Report as exhibits to the Annual Report provided to Class Counsel on the anniversary of the Effective Date during the Agreement Term.
- 8.5. Le Sportsac shall notify Class Counsel if it appoints or retains a new Accessibility Consultant during the Agreement Term within three (3) months of any change.

9. Initial Accessibility Audit.

- 9.1. Within nine (9) months of the Effective Date of this Agreement, Le Sportsac shall complete the Initial Accessibility Audit of the Website.
- 9.2. The Initial Accessibility Audit shall be conducted in a professional manner and shall be benchmarked by appropriate processes, including automated and end-user testing, consistent with the Accessibility Consultant's recommendations.
- 9.3. Le Sportsac shall include the results of the Initial Accessibility Audit as an exhibit to the Annual Report due to Class Counsel on the Effective Date's first anniversary.

10. Accessibility Strategy.

- 10.1. Within eighteen (18) months of the Effective Date of this Agreement, Le Sportsac shall develop and implement an Accessibility Strategy designed to ensure that the Digital Properties are Accessible.
- 10.2. In developing and implementing the Accessibility Strategy, Le Sportsac shall consider this Agreement, the Initial Accessibility Audit, the Accessibility Statement, and the recommendations and Status Reports of the Accessibility Consultant.
- 10.3. Within eighteen (18) months of the Effective Date of this Agreement, Le Sportsac shall provide a copy of the Accessibility Strategy to Class Counsel.
- 10.4. Within eighteen (18) months of the Effective Date of this Agreement, Le Sportsac shall disseminate the Accessibility Strategy among Le Sportsac Personnel.

11. Accessibility Statement.

- 11.1. Within nine (9) months of the Effective Date of this Agreement, Le Sportsac shall develop the Accessibility Statement.
- 11.2. The Accessibility Statement shall, at minimum: (a) state that Le Sportsac is making efforts to maintain and increase access to the goods, services, facilities, privileges, advantages, and accommodations provided by and through the Digital Properties from visitors to the Digital Properties as to how the accessibility of the Digital Properties can be improved; and (b) include Accessible methods of submitting Accessibility related questions, comments, and complaints, including a toll-free telephone number and an email address.

- 11.3. Within nine (9) months of the Effective Date of this Agreement, Le Sportsac shall provide a copy of the Accessibility Statement to Class Counsel.
- 11.4. Within twelve (12) months of the Effective Date of this Agreement, Le Sportsac shall post the Accessibility Statement on the Website.
- 11.5. Within eighteen (18) months of the Effective Date of this Agreement, Le Sportsac shall add an invisible link at the beginning of the Website, directing consumers using screen readers to the Accessibility Statement.
- 11.6. At the time of their release, Le Sportsac shall add an invisible link at the beginning of any New Websites directing consumers using screen readers to the Accessibility Statement located in the footer of the Website.
- 11.7. Within six (6) months of their acquisition, Le Sportsac shall add an invisible link at the beginning of any Subsequently Acquired Websites directing consumers using screen readers to the Accessibility Statement.
- 11.8. The Annual Report shall state the status of the implementation of this Section.

12. Accessibility Training.

- 12.1. To the extent that any Le Sportsac employee is directly responsible for website content, design, development, or maintenance, Le Sportsac shall train said employees to ensure the future design, development, and maintenance of any Digital Properties are and remain Accessible within eighteen (18) months of the Effective Date of this Agreement.
- 12.2. To the extent a third-party is directly responsible for website content, design, development, or maintenance, Le Sportsac shall request that the third-party trains its employees to ensure the future design, development, and maintenance of any Digital Properties are and remain Accessible within eighteen (18) months of the Effective Date of this Agreement.
- 12.3. Le Sportsac shall provide Accessibility training to all newly-hired employees to the extent that they are responsible for website content, design, development, or maintenance within 180 days of their hire date.
- 12.4. Le Sportsac, via the Accessibility Consultant, shall provide refresher Accessibility training to employees who are directly responsible for website content, design, development, or maintenance on an annual basis commencing in 2023.

- 12.5. During the Agreement Term and consistent with the annual reporting requirements in Section 23 of this Agreement, Le Sportsac shall provide copies of all Accessibility training materials to Class Counsel.

13. Customer Service Training.

- 13.1 To the extent that Le Sportsac directly employs any customer service personnel, Le Sportsac shall ensure that said personnel are trained to assist individuals who are Blind or Visually Disabled who encounter difficulties using the Digital Properties.
- 13.2 To the extent a third-party is responsible for customer service, Le Sportsac shall request that the third-party's personnel are trained to assist individuals who are Blind or Visually Disabled who encounter difficulties using the Digital Properties.
- 13.3 Any complaint or issue that concerns or relates to compliance with the terms of this Agreement that is made to Le Sportsac's customer service personnel, or to a third-party engaged to provide customer service, shall be forwarded to Class Counsel via the Accessibility Coordinator, who then shall coordinate internally to ensure that any noncompliance reported by a Blind or Visually Disabled individual is resolved as soon as possible.
- 13.4 To the extent that any such complaint or issue is not resolved, it shall be subject to the Dispute Resolution Procedure.

14. Accessibility Support.

- 14.1. LeSportsac shall provide support during regular business hours to assist Blind or Visually Disabled individuals. The support shall provide the same level of priority (*e.g.*, speed, resources used to remedy, *etc.*) as LeSportsac provides any other equivalent request from individuals who are not Blind or Visually Disabled.
- 14.2. Any complaint or issue that concerns or relates to compliance with the terms of this Agreement that is made to LeSportsac shall be forwarded to Class Counsel and the Accessibility Coordinator, who shall coordinate to ensure that any noncompliance reported by a Blind and/or Visually Disabled individual is resolved as soon as practicable. To the extent that any such complaint or issue is not resolved, it shall be subject to the Dispute Resolution Procedure.

15. Modified Bug Fix Priority.

- 15.1. Within eighteen (18) months of the Effective Date of this Agreement, Le Sportsac shall make reasonable efforts to modify its existing bug fix policies, practices, and procedures to include the elimination of bugs that create Accessibility barriers,

including those that prohibit effective communication or impair the Accessibility of the Digital Properties.

- 15.2. Le Sportsac shall ensure that any bugs that create Accessibility barriers to the Digital Properties are remedied with the same level of priority (*e.g.*, speed, resources used to remedy, *etc.*) as any other equivalent loss of function for individuals who are not Blind or Visually Disabled.

16. Semi-Annual Automated Accessibility Audit.

- 16.1. During the Agreement Term, Le Sportsac, or a consultant retained on its behalf, shall perform Semi-Annual Automated Accessibility Audits to evaluate whether the Digital Properties are Accessible.
- 16.2. The Le Sportsac Settlement Contact shall forward the results of the Semi-Annual Automated Accessibility Audit to Class Counsel as part of the next Annual Report that Le Sportsac must provide Class Counsel pursuant to this Agreement.

17. Annual End-User Accessibility Testing.

- 17.1. During the Agreement Term, the Accessibility Consultant shall perform Annual End-User Accessibility Testing, with such testing to be performed by individuals who are Blind or Visually Disabled or who have training and experience in the manner in which Blind or Visually Disabled individuals use screen readers to navigate, browse, and conduct business online, to evaluate whether the Digital Properties are Accessible.
- 17.2. The Le Sportsac Settlement Contact shall forward the results of the Annual End-User Accessibility Testing to Class Counsel as part of the next Annual Report that Le Sportsac must provide Class Counsel pursuant to this Agreement.

18. Agreement Term. The Agreement Term shall last three (3) years from the Effective Date.

19. Monitoring of Compliance. Class Counsel and Murphy shall monitor Le Sportsac's compliance with Sections 4 through 17 of this Agreement as described in this Section.

- 19.1. Class Counsel and Murphy shall be entitled to visit the Digital Properties at any time without notice for the purpose of evaluating Le Sportsac's compliance with Sections 4 through 17 of this Agreement.
- 19.2. Le Sportsac shall include, in the Annual Report, copies of any Accessibility related questions, comments, and complaints generated by the toll-free telephone number

or email address published in the Accessibility Statement on the Website or generated or received in any other manner or through any other medium.

- 20. Le Sportsac's Reporting Schedule.** Le Sportsac shall provide the following information to Class Counsel during the Agreement Term.

Information	Deadline	Section(s) of Settlement Agreement
Designation of Settlement Contact	Within 10 days of Effective Date	2.30
Changes to Settlement Contact	Within 10 days of any change	2.30
Third-Party Content Defendant cannot confirm is Accessible	To be included in Annual Report	6.2
Confirmation of Defendant's designation of Accessibility Coordinator	Within 3 months of Effective Date	7.1
Accessibility Consultant's Letter of Accessibility and Status Report	To be included as exhibits to Annual Report	8.4
Changes to Accessibility Consultant	Within 3 months of any change	8.5
Results of Initial Accessibility Audit	To be included as exhibit to Annual Report	9.3
Accessibility Strategy	Within 18 months of Effective Date	10.3
Accessibility Statement	Within 9 months of Effective Date	11.3
Status of Accessibility Statement	To be included in Annual Report	11.8
Accessibility training materials	To be included in Annual Report	12.5

Information	Deadline	Section(s) of Settlement Agreement
Complaints received by Defendant or customer service personnel regarding Accessibility of Digital Properties	As soon as possible	13.3, 14.2
Results of Semi-Annual Automated Accessibility Audits	To be included in Annual Report	16.2
Results of Annual End-User Accessibility Testing	To be included in Annual Report	17.2
Accessibility-related questions, comments, and complaints received by Defendant	To be included in Annual Report	19.2
Annual Report	On anniversary of Effective Date during Agreement Term	23.1

21. Scope of Agreement.

- 21.1. The provisions of this Agreement shall apply to Le Sportsac’s policies, practices, and procedures with respect to Blind or Visually Disabled individuals within the United States who use screen reader auxiliary aids to access the Digital Properties. The data periodically reported to Class Counsel pursuant to this Agreement shall contain relevant information for these individuals.
- 21.2. The provisions of this Agreement shall not apply to Subsequently Abandoned Websites.
- 21.3. Murphy expressly agrees that the resolution described herein is fair and adequate, and that the policies and procedures set forth in this Agreement are intended to remedy any and all alleged violations of the ADA and related state and local laws by Le Sportsac with respect to the claims alleged by Murphy in this Litigation.

22. Incentive Award to Named Plaintiff.

- 22.1. Subject to Court approval, Le Sportsac shall pay Murphy an incentive award in the amount of One Thousand Dollars and Zero Cents (\$1,000.00).

- 22.2. Murphy waives any right to an incentive award in connection with this matter which exceeds the amount provided in Section 22.1.
- 22.3. Le Sportsac shall pay the amount provided in Section 22.1 within six (6) months of the Effective Date by sending a business check or wire transfer payable to “EAST END TRIAL GROUP LLC IOLTA ATTORNEY TRUST ACCOUNT” to Class Counsel in care of Kevin W. Tucker, East End Trial Group LLC, at an address or account to be confirmed by Class Counsel before payment.
- 22.4. The incentive award shall not be subject to withholding deductions and Le Sportsac may issue an IRS Form 1099 to Murphy, through Class Counsel at the address provided in Section 39.1.

23. Annual Report and Meet-and-Confers.

- 23.1. During the Agreement Term, on the Effective Date’s anniversary date, Le Sportsac shall submit a report to Class Counsel, stating the status of the implementation of this Agreement and identifying any outstanding issues on which the Parties are then in disagreement.
- 23.2. At either Party’s written request, Class Counsel and Le Sportsac or its counsel will meet to discuss the Annual Report and review the implementation of this Agreement. Such meetings may be conducted in person or remotely, as the Parties agree.

24. Dispute Resolution Procedure. The Parties shall address disputes relating to any of the provisions of this Agreement as follows.

24.1. Informal Dispute Resolution.

- 24.1.1. If either Party believe a dispute exists relating to any section of this Agreement, it shall notify the other Party in writing, describing the dispute. The other Party shall respond in writing to such notice within fifteen (15) business days of receipt of the notice.
- 24.1.2. If a Settlement Class Member believes a dispute exists relating to any section of this Agreement, he or she may notify Class Counsel who, in turn, shall notify Le Sportsac in writing, describing the dispute. Le Sportsac shall respond in writing to such notice within fifteen (15) business days of receipt of the notice.
- 24.1.3. Further, if Le Sportsac is informed of a dispute relating to any section of this Agreement by a Settlement Class Member, Le

Sportsac shall notify Class Counsel in writing, describing the dispute and providing the Settlement Class Member's contact information, if known. Le Sportsac shall respond in writing to the dispute within fifteen (15) business days of receipt of the dispute. The response shall be directed to Class Counsel.

24.1.4. Within fifteen (15) business days of receipt of the response described in Sections 24.1.1., 24.1.2., or 24.1.3., counsel for the Parties shall meet-and-confer by telephone or in person and attempt to resolve the issue informally. The Parties may agree to enter mediation on the issue in dispute.

24.2. Submission to Mediation.

24.2.1. In the event that the Parties are unable to resolve their dispute through such meet-and-confer negotiations, then within forty-five (45) days of receipt of the notice of the dispute, the dispute shall be submitted to mediation before a mutually agreed-upon mediator in Pittsburgh, Pennsylvania or such other location as the Parties may mutually agree. The mediation may be conducted electronically. Any awards for reasonable attorneys' fees and costs will be determined by the mediator.

24.3. Submission to the Court.

24.3.1. If the meet-and-confer process and mediation pursuant to Sections 24.1 and 24.2 of this Agreement do not result in a resolution of the dispute within a reasonable time, any Party may make a motion for resolution of the dispute by any United States District Court Judge or Magistrate Judge who may be assigned to the case.

24.3.2. In the event that any Party finds it necessary to seek resolution of a dispute by the Court, the Court shall award reasonable attorneys' fees and Costs incurred in pursuing dispute resolution in accordance with the prevailing party standards under the ADA.

25. Attorneys' Fees and Costs Through the Agreement Term.

25.1. Subject to Court approval, Le Sportsac shall pay Murphy's reasonable attorneys' fees and Costs incurred in connection with this matter in the amount of Forty-Five Thousand Dollars and Zero Cents (\$45,000.00). East End Trial Group LLC shall provide Le Sportsac with a current W-9 and any further documentation or

information necessary to allow it to meet its payment obligations herein.

- 25.2. Murphy waives any right to reasonable attorneys' fees and Costs incurred in connection with this matter through the end of the Agreement Term that exceed the amount provided in Section 25.1, other than the right to any reasonable attorneys' fees and Costs awarded pursuant to the Dispute Resolution Procedure.
- 25.3. Le Sportsac shall pay the amount provided in Section 25.1 in three payments of \$15,000.00, with the first payment of \$15,000.00 due within six (6) months following the "Effective Date" of this agreement, and the remaining two payments of \$15,000.00 in six (6) month intervals thereafter, by sending a business check or wire transfer payable to "EAST END TRIAL GROUP LLC IOLTA ATTORNEY TRUST ACCOUNT" to Class Counsel in care of Kevin W. Tucker, East End Trial Group LLC, at an address or account to be confirmed by Class Counsel before payment.

26. Preliminary Approval, Objections, and Fairness Hearing.

- 26.1. Promptly after execution of this Agreement, Murphy shall request that the Court schedule a preliminary approval hearing within fourteen (14) days of the request, or as soon thereafter as the Court may set the hearing, and that the Court preliminarily approve this Agreement, and approve the proposed form of notice and plan for providing notice submitted by the Parties.
- 26.2. Murphy shall ask the Court to schedule a final fairness hearing no less than ninety (90) days after the Notice Deadline set by the Court, or as soon thereafter as the Court may set the hearing.
- 26.3. Murphy shall ask the Court to order Murphy to file a motion for final approval and a motion for reasonable attorneys' fees and Costs within forty-five (45) days after the Notice Deadline set by the Court.
- 26.4. Murphy shall ask the Court to order the following procedures for objections: Settlement Class Members may object to the proposed Agreement by filing, within sixty (60) days after the Notice Deadline set by the Court, written objections with the Clerk of the Court. Only such objecting Settlement Class Members shall have the right, and only if they expressly seek it in their objections, to present objections orally at the fairness hearing. Responses by Murphy to any timely-filed objections shall be made no less than five (5) days before the fairness hearing.

27. Notice.

- 27.1. As soon as practicable, but no later than thirty (30) days after the Court's entry of

a Preliminary Approval order, Le Sportsac shall, at its expense:

- 27.1.1. Add dates to the placeholders in the Long-Form Notice accompanying this Agreement as Exhibit 1.
- 27.1.2. Ensure the Settlement Website is live and may be accessed over the internet. Le Sportsac and Class Counsel shall ensure that the documents published on the Settlement Website are fully and equally accessible to Class Members via the Settlement Website, or otherwise. Le Sportsac shall further ensure that the Settlement Website tracks the number of visitors to the Website; and that the Settlement Website remains published for at least 180 days after the date the Court grants final approval of the Settlement Agreement.
- 27.1.3. Cause the Long-Form Notice to be published on, and make the following documents filed in the Lawsuit available for download on, the Settlement Website: the class action complaint, motion for preliminary approval of class action settlement and all supporting documents, and the Court's orders concerning preliminary approval as well as any supporting memorandum. Le Sportsac and Class Counsel shall ensure the documents identified in this Section shall be fully accessible by individuals who use screen reader auxiliary aids.
- 27.1.4. Add an invisible link at the beginning of the Website to direct consumers using screen readers to the Settlement Website. The link shall include alternative text which reads "Click to view our ADA class action settlement notice." Le Sportsac will ensure this link remains published for at least 180 days after the date the Court grants final approval of the Settlement Agreement.
- 27.1.5. Publish posts concerning the Settlement Website on each of Le Sportsac's social media accounts, including, where applicable, <https://www.facebook.com/lesportsac>, <https://www.instagram.com/lesportsac>, and <https://twitter.com/lesportsac>. The post shall be in the form of Section 27.5 (it is agreed and understood that the exact language is subject to change) and shall include alternative text to ensure the post is fully accessible by individuals who use screen reader auxiliary aids. Le Sportsac will maintain the posts on its social media accounts during the Agreement Term.

- 27.1.6. Publish a blog post on the Website in the form set forth in Section 27.6 (it is agreed and understood that the exact language is subject to change). Le Sportsac shall ensure the post is fully accessible by individuals who use screen reader auxiliary aids. Le Sportsac will maintain the blog post on its Website during the Agreement Term.
- 27.2. As soon as practicable, but no later than seven (7) days after they are filed, Le Sportsac shall make any motion for attorneys' fees and costs, and supporting documentation, as well as any order granting or denying any motion for attorneys' fees and costs, available for download on the Settlement Website. Le Sportsac shall ensure the documents identified in this Section shall be fully accessible by individuals who use screen reader auxiliary aids.
- 27.3. No less than five (5) days before the fairness hearing, Le Sportsac shall provide Class Counsel a declaration that all of the obligations of Paragraph 27.1 and 27.2, have been discharged, along with the number of visitors to the Settlement Website.
- 27.4. As soon as practicable, but no later than thirty-five (35) days after the Court's entry of a Preliminary Approval order, Class Counsel shall, at its expense, request that at least the following organizations publish notice in the form of Section 27.7 (it is agreed and understood that the exact language is subject to change) in their respective electronic newsletters and social media accounts such that the notice is sent out within sixty (60) days of Preliminary Approval: ACHIEVA, American Action Fund for Blind Children and Adults, American Council of the Blind, American Foundation for the Blind, Blinded American Veterans Foundation, Blinded Veterans Association, Foundation Fighting Blindness, Civil Rights Education and Enforcement Center, Disability Law Center, Disability Rights Education and Defense Fund, and National Federation of the Blind.
- 27.5. "Visit <https://www.lesportsacADAsettlement.com> to learn more about Le Sportsac's agreement to make its digital content accessible to screen reader users."
- 27.6. "A proposed settlement has been reached that would resolve the class action lawsuit filed in the United States District Court for the Western District of Pennsylvania at *Anthony Hammond Murphy v. Le Sportsac, Inc.*, Civil Action No. 1:22-cv-58. The lawsuit alleges Le Sportsac, Inc. 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. Under the settlement, Le Sportsac, Inc., agrees to make its website, and any new website it develops or acquires accessible to screen reader users. For a more complete summary of the terms of the proposed settlement, please visit <https://www.lesportsacADAsettlement.com>."

27.7. “The United States District Court for the Western District of Pennsylvania preliminarily approved the attached class action settlement agreement resolving our client's disability discrimination claims against Le Sportsac, Inc. Our client claimed that these companies failed to communicate information on their online store, located at <https://www.lesportsac.com/>, fully and equally to consumers who use screen reader auxiliary aids to access digital content.

In the course of preliminarily approving the settlement, the Court ordered our client to notify the following organizations of the settlement so that they, if they wish, can object to the settlement or notify their memberships of the settlement and the Court's **DATE** deadline to object to the settlement.

- (1) ACHIEVA,
- (2) American Action Fund for Blind Children and Adults,
- (3) American Council of the Blind,
- (4) American Foundation for the Blind,
- (5) Blinded American Veterans Foundation,
- (6) Blinded Veterans Association, Foundation Fighting Blindness,
- (7) Civil Rights Education and Enforcement Center,
- (8) Disability Law Center,
- (9) Disability Rights Education and Defense Fund, and
- (10) National Federation of the Blind.

Below is a short paragraph you may use in the event you choose to inform your members of the settlement. While we believe the relief achieved in the settlement and described at <https://www.lesportsacADAsettlement.com> is substantial, we believe all class members (and organizations that advocate for them) must have an opportunity to share their opinion.

Class Action Notice

A proposed settlement has been reached 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 lawsuit alleges that Le Sportsac, Inc. violated the Americans with Disabilities Act, 42 U.S.C. §§ 12101, et seq. by failing to take the necessary steps to ensure their online store, located at <https://www.lesportsac.com/>, does not discriminate against blind or visually disabled consumers who use screen reader auxiliary aids to access digital content. Le Sportsac denies the allegations. Under the settlement, Le Sportsac agrees to take additional steps to make all of its websites and any new website it develops or acquires accessible to screen reader users. For a more complete summary of the terms of the proposed settlement, please visit <https://www.lesportsacADAsettlement.com>.

Our office is happy to pay the reasonable costs associated with your publication of this information.

28. Judgment, Final Approval, and Dismissal.

- 28.1. Murphy shall request that the Court enter a final judgment and order granting Final Approval of this Agreement, certifying the Settlement Class, and enjoining Settlement Class Members from asserting any Released Injunctive Claims. Among other things, the final judgment and order granting Final Approval of this Agreement shall attach this Agreement as an exhibit and shall provide that the Court retains jurisdiction through the Agreement Term in order to enforce this Agreement.
- 28.2. This Parties shall move to dismiss the Lawsuit with prejudice pursuant to Rule 41 of the Federal Rules of Civil Procedure no later than forty-five (45) days following the date of Final Approval and the date Le Sportsac makes its first payment of fees pursuant to Section 25, whichever occurs later. Pursuant to *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375 (1994), the Parties' joint motion shall request that the Court's dismissal order expressly retain the Court's jurisdiction to enforce this Agreement against all Parties.

- 29. No Admission of Liability.** By agreeing to and voluntarily entering into this Agreement, there is no admission or concession by Le Sportsac, direct or indirect, express or implied, that the Website is in any way inaccessible, or that Le Sportsac has violated the ADA or any other federal, state, or local law, code, regulation, order, or rule. Nothing in this Agreement shall operate as an admission by Le Sportsac in any context other than within the settlement of this Lawsuit that any particular standard or standards apply to the Website under the ADA or any other federal or state law.

30. Terms Not Confidential; Non-Disparagement.

- 30.1. The terms of this Agreement are not confidential and will be publicly filed into the Court record of this Lawsuit.
- 30.2. The Parties and their respective counsel, agents, and representatives agree not to make any disparaging remarks about the other Party and their respective counsel relating to this Agreement or the negotiations leading to it.

- 31. Release.** Effective on the date of Final Approval, the Injunctive Releasing Parties unconditionally and forever fully and finally release, acquit, and discharges Le Sportsac from the Released Injunctive Claims. Pursuant to this release, Murphy and Settlement Class Members shall not bring any claims concerning the Accessibility of the Digital Properties during the Agreement Term. Notwithstanding this release, Murphy and

Settlement Class Members may fully utilize the Dispute Resolution Procedure during the Agreement Term.

32. **Entire Agreement.** This Agreement contains all the agreements, conditions, promises, and covenants among Le Sportsac, Murphy, Class Counsel, and the Settlement Class regarding matters set forth in this Agreement, and supersedes all prior or contemporaneous agreements, drafts, representations, or understandings, whether written or oral, with respect to the subject matter of this Agreement.
33. **Amendment.** Prior to Final Approval, this Agreement can only be amended by written agreement of the Parties hereto. Following Final Approval, no amendment of this Agreement shall be effective unless such amendment is pursuant to Court order.
34. **Severability.** If any provision or any part of this Agreement shall at any time be held unlawful, or inconsistent with applicable law, in whole or in part, under any federal, state, county, municipal, or other law, ruling, or regulation, then the remaining provisions of this Agreement shall remain effective and enforceable.
35. **Drafting of this Agreement.** This Agreement is deemed to have been drafted by all Parties hereto, as a result of arm's length negotiations among the Parties. Whereas all Parties have contributed to the preparation of this Agreement, this Agreement shall not be construed more strictly against one Party than another.
36. **Execution in Counterparts.** The Parties may execute this Agreement in counterparts, each of which shall constitute an original for all purposes, including any copies of the same, and all duplicate counterparts will be construed together and constitute one agreement. The Parties will be bound by signatures on this document that are transmitted by hand delivery, mail, facsimile, electronic mail, or any other electronic means to the other Party or, if applicable, counsel for the other Party. Such signatures will have the same binding effect as any original signatures. A typed electronic signature will have the same effect as a handwritten signature.
37. **Continuing Jurisdiction.** The Parties agree that the Court shall have continued jurisdiction throughout the Agreement Term to interpret and enforce this Agreement.
38. **Deadlines.** The Parties and the Court recognize that from time-to-time unforeseen events, such as exigent business circumstances, labor disputes, natural disasters, personnel issues, pandemics, and negotiations with third parties, cause delays in the accomplishment of objectives, no matter how well-intentioned and diligent the Parties may be. Accordingly, with regard to the provisions of this Agreement that require that certain acts be taken within specified periods, the Parties understand and agree that Court approval shall not be required for reasonable extensions of deadlines. In the event that any Party determines that an action

required by this Agreement cannot be taken within the specified time period, that Party shall promptly notify the other Party that it anticipates a delay, state the reasons for the delay, and offer a proposed alternative deadline. The Parties shall endeavor to cooperate in reasonably rescheduling such deadlines. However, if the other Party does not agree to the proposed delay, the Parties shall submit the matter to the Dispute Resolution Procedure.

39. Communications to Murphy, Class Counsel, the Settlement Class, and Le Sportsac.

All letters, notices, IRS Form 1099s, requests, demands, and other communications required or permitted to be given to the Parties pursuant to this Agreement shall be in writing, provided by electronic mail, facsimile, and/or next-day express delivery service, and addressed as follows.

39.1. To Murphy, Class Counsel, or the Settlement Class:

Kevin W. Tucker (He/Him)
Kevin Abramowicz (He/Him)
Chandler Steiger (She/Her)
Stephanie Moore (She/Her)
EAST END TRIAL GROUP LLC
6901 Lynn Way, Suite 215
Pittsburgh, PA 15208
ktucker@eastendtrialgroup.com
kabramowicz@eastendtrialgroup.com
csteiger@eastendtrialgroup.com
smoore@eastendtrialgroup.com
Tel. (412) 877-5220

Lawrence H. Fisher
LAWFIRST
One Oxford Centre
301 Grant Street, Suite 270
Pittsburgh, PA 15219
lawfirst@lawrencefisher.com
Tel. (412) 577-4040

39.2. To Le Sportsac, Inc.:

J. David Ziegler
Pa. I.D. No. 92882
DICKIE, McCAMEY & CHILCOTE, P.C.
Two PPG Place, Suite 400
Pittsburgh, PA 15222

Telephone: (412) 281-7272
Fax: (888) 811-7144
dziegler@dmclaw.com
Le Sportsac, Inc.
10471 Double R Boulevard,
Reno, Nevada, 89521, USA
ITOCHU International Inc.
1251 Avenue of the Americas
New York, NY 10020
Attention: General Counsel

Le Sportsac may change the individual(s) to whom notices and communications required or permitted by this Agreement shall be sent by providing Class Counsel with written notification that it wishes to do so.

[SIGNATURES ON FOLLOWING PAGE]

THE PARTIES EXECUTING THIS AGREEMENT BELOW INDIVIDUALLY ACKNOWLEDGE THAT EACH: HAS READ THIS AGREEMENT; UNDERSTANDS, ACCEPTS, AND AGREES TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; AND EXECUTES THIS AGREEMENT VOLUNTARILY, WITH FULL UNDERSTANDING OF ITS CONSEQUENCES, AND WITHOUT DURESS OF ANY KIND.

Dated: 11/20/22

By: 
Anthony Hammond Murphy

Dated: _____

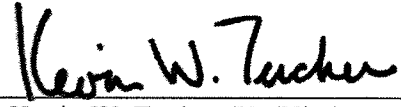
By: _____
Le Sportsac, Inc. [REP]

Its:

APPROVED AS TO FORM AND CONTENT:

CLASS COUNSEL

DEFENSE COUNSEL

By: 
Kevin W. Tucker (He/Him)
Kevin J. Abramowicz (He/Him)
Chandler Steiger (She/Her)
Stephanie Moore (She/Her)
East End Trial Group LLC
6901 Lynn Way, Suite 215
Pittsburgh, PA 15208

By: _____
J. David Ziegler
DICKIE, McCAMEY & CHILCOTE, P.C.
Two PPG Place, Suite 400

Pittsburgh, PA 15222

Lawrence H. Fisher
LAWFIRST
One Oxford Centre
301 Grant Street, Suite 270
Pittsburgh, PA 15219

Counsel for Anthony Hammond
Murphy

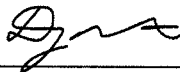
Counsel for Le Sportsac, Inc.

THE PARTIES EXECUTING THIS AGREEMENT BELOW INDIVIDUALLY ACKNOWLEDGE THAT EACH: HAS READ THIS AGREEMENT; UNDERSTANDS, ACCEPTS, AND AGREES TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; AND EXECUTES THIS AGREEMENT VOLUNTARILY, WITH FULL UNDERSTANDING OF ITS CONSEQUENCES, AND WITHOUT DURESS OF ANY KIND.

Dated: _____

By: _____
Anthony Hammond Murphy

Dated: 11/28/22 _____

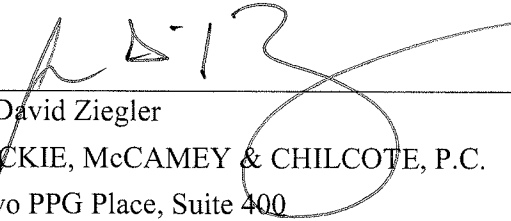
By:  _____
Le Sportsac, Inc. [REP]
Its: Director/Treasurer

APPROVED AS TO FORM AND CONTENT:

CLASS COUNSEL

DEFENSE COUNSEL

By: _____
Kevin W. Tucker (He/Him)
Kevin J. Abramowicz (He/Him)
Chandler Steiger (She/Her)
Stephanie Moore (She/Her)
East End Trial Group LLC
6901 Lynn Way, Suite 215
Pittsburgh, PA 15208

By:  _____
J. David Ziegler
DICKIE, McCAMEY & CHILCOTE, P.C.
Two PPG Place, Suite 400

Pittsburgh, PA 15222

Lawrence H. Fisher
LAWFIRST
One Oxford Centre
301 Grant Street, Suite 270
Pittsburgh, PA 15219

Counsel for Anthony Hammond
Murphy

Counsel for Le Sportsac, Inc.

Agreement Exhibit 1: Long-Form Notice

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 **DATE**.
- The Court will hold a final hearing to determine whether to approve the settlement on **DATE**.
- 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 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 take 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 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 Co-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 **DATE**. 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;
- c) and be received on or before **DATE**.

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 **DATE**. 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:

Kevin Tucker
Kevin Abramowicz
Chandler Steiger
Stephanie Moore
EAST END TRIAL GROUP LLC
6901 Lynn Way, Suite 215
Pittsburgh, PA 15208
ktucker@eastendtrialgroup.com
kabramowicz@eastendtrialgroup.com
csteiger@eastendtrialgroup.com
smoore@eastendtrialgroup.com
Tel. (412) 877-5220
<https://eastendtrialgroup.com/>

Lawrence H. Fisher
LAWFIRST
One Oxford Centre
301 Grant Street, Suite 270
Pittsburgh, PA 15219
lawfirst@lawrencefisher.com
Tel. (412) 577-4040