

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUIT

ATTENTION: ALL BLIND OR VISUALLY DISABLED INDIVIDUALS WHO USE SCREEN READER AUXILIARY AIDS 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 ACCESSING CHARLES TYRWHITT, INC.'S ONLINE STORE.

THE SETTLEMENT DESCRIBED BELOW MAY AFFECT YOUR RIGHTS. READ THIS NOTICE AND THE INSTRUCTIONS CAREFULLY.

This notice is to inform you about the proposed settlement that would resolve the class action lawsuit *Murphy v. Charles Tyrwhitt, Inc.*, Case No. 1:20-cv-00056 (W.D. Pa.). The lawsuit alleges that Charles Tyrwhitt, Inc. (“Charles Tyrwhitt”), violated the Americans with Disabilities Act, 42 U.S.C. §§ 12101, *et seq.* (“ADA”), by failing to take the necessary steps to ensure its online store, located at <https://www.ctshirts.com/us> (“Website”), does not discriminate against blind or visually disabled consumers who use screen reader auxiliary aids to access digital content (“Screen Reader Users”). Charles Tyrwhitt 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.

I. SUMMARY OF THE PROPOSED SETTLEMENT

Under the settlement, Charles Tyrwhitt agrees to take additional steps to make its Website and any new website or mobile application it develops or acquires (collectively “Digital Properties”) accessible to Screen Reader Users. Charles Tyrwhitt will ensure the Digital Properties meet the success criteria of the Web Content Accessibility Guidelines 2.1, including the WAI-ARIA, and/or the BBC Mobile Accessibility Standards and Guidelines (collectively, “WCAG 2.1”).

Charles Tyrwhitt 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. Charles Tyrwhitt shall designate an approved employee as its Accessibility Coordinator, who shall report directly to a Charles Tyrwhitt’s Chief Technology Officer, and who shall have knowledge of the requirements of digital accessibility, the ADA, and WCAG 2.1.
2. Charles Tyrwhitt shall retain an approved Accessibility Consultant who is knowledgeable about digital accessibility, the ADA, and WCAG 2.1. The Accessibility Consultant shall assist Charles Tyrwhitt (a) audit the Website; (b) make and verify the Digital Properties are accessible; and (c) ensure Third-Party

content that is required to be accessible is accessible.

3. Charles Tyrwhitt shall develop, post, and link from the header of the Website's homepage an Accessibility Policy Statement at www.accessibility.ctshirts.com/us that (a) states it is making efforts to maintain and increase access to its Digital Properties; (b) solicits feedback on how the accessibility of these properties can be improved; and (c) includes an accessible means of submitting accessibility questions and problems, including a toll-free telephone number, an accessible form, and an email address to contact the Accessibility Coordinator.
4. Charles Tyrwhitt shall develop and implement an Accessibility Strategy based on the audit, the Accessibility Policy Statement, and the recommendations and Accessibility Consultant to ensure its Digital Properties become and remain accessible to Screen Reader Users.
5. Charles Tyrwhitt 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 are and remain accessible.
6. Charles Tyrwhitt shall modify existing bug fix policies, practices, and procedures to ensure any bugs that create accessibility barriers to the Digital Properties are remedied with the same level of priority (*e.g.*, speed, resources used to remediate) as any other equivalent loss of function for individuals without disabilities.
7. Charles Tyrwhitt shall designate and train no fewer than two CSO Personnel to timely assist Screen Reader Users who encounter difficulties using the Digital Properties.
8. For up to five years, Charles Tyrwhitt, or a consultant retained on its behalf, shall perform an automated accessibility audit on a quarterly basis to evaluate whether the Digital Properties are accessible.
9. For up to five years, Charles Tyrwhitt, or a consultant retained on its behalf, shall perform end-user accessibility/usability testing, with said testing to be performed by blind or visually disabled individuals, or who have training and experience in the manner in which blind or visually disabled individuals use a screen reader to navigate, browse, and conduct business online, to evaluate whether the Digital Properties are accessible.

Additionally, Charles Tyrwhitt will record each complaint or issue raised to its customer services regarding the accessibility of its Digital Properties which relates to compliance with the terms of this settlement to both its Accessibility Coordinator and Class Counsel (defined below),

who shall work with Charles Tyrwhitt to ensure the issue is resolved consistent with the proposed settlement. Class Counsel will monitor Charles Tyrwhitt's compliance with the settlement as well.

The settlement also provides that the named individual plaintiffs who served as class representative will each receive a \$1,000.00 incentive award, subject to court approval, in return for his release of his individual claims.

Finally, East End Trial Group LLC and Lawrence H. Fisher Attorney at Law (collectively, "Class Counsel"), the attorneys who represent the class, will have the right to seek attorneys' fees and costs up to \$43,000.00 for their work on the case and for their future work monitoring compliance with the settlement and enforcing the settlement. 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 www.murphytyrwhittsettlement.com after it is filed with the Court, on May 14, 2021.

II. WHO IS IN THE CLASS?

All blind or visually disabled individuals who use screen reader auxiliary aids 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 accessing Charles Tyrwhitt, Inc.'s Website or other Digital Properties.

III. THE EFFECT OF THE SETTLEMENT ON THE RIGHTS OF CLASS MEMBERS

All class members will be bound by the terms of the settlement relating to access to the Website 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 Charles Tyrwhitt against blind or visually disabled persons who use screen reader auxiliary aids to access digital content that arose before the Settlement Agreement becomes effective and for any conduct concerning the accessibility of the Digital Properties during the term of the Settlement Agreement, which is at least three years and may be up to five years from the effective date of the Settlement Agreement. Class members, other than the named plaintiffs in the lawsuit, are not releasing any claims for monetary damages.

IV. OBJECTING TO THE SETTLEMENT

You can ask the Court to deny approval of this settlement by filing an objection with the Court. You cannot ask the Court to order a different settlement; the Court can only approve or

deny this proposed settlement. If the Court denies approval, any settlement changes necessary for approval may not be made, and the lawsuit may continue. If this is what you want to happen, you must object.

If you wish to object to the proposed settlement you must object to the proposed settlement in writing. You may also appear at the fairness hearing for final approval of the settlement, either in person or through your own attorney. But 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. All written objections and supporting papers must (a) clearly identify the case name and number, *Murphy v. Charles Tyrwhitt, Inc.*, Case No. 1:20-cv-00056 (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, Room B-160, 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 April 13, 2021.

V. FURTHER INFORMATION

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.murphytyrwhittsettlement.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, Room B-160, Erie, PA 16501, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

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

VI. 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.

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