

Baskin, et al. v. P.C. Richard & Son, LLC, et al.
(Superior Court of New Jersey, Ocean
County – Law Division, Docket No. OCN-L-000911-18)

STIPULATED SETTLEMENT AGREEMENT AND RELEASE

The parties to this Stipulated Settlement Agreement and Release ("**Settlement**" or "**Agreement**") are plaintiff Ellen Baskin ("**Baskin**" or "**Plaintiff**") and defendants P.C. Richard & Son, LLC and P.C. Richard & Son, Inc. (collectively "**P.C. Richard**" or "**Defendants**"). Baskin and P.C. Richard are collectively referred to as the **Parties**.

The Parties have agreed, subject to court approval, to a class-wide settlement on the following terms:

1. **The Settlement Class.**

As part of the settlement, the Parties stipulate to the certification, for settlement purposes only, of the following settlement class ("**Settlement Class**"): All consumers who engaged in a sale or transaction using an American Express ("AmEx") credit or debit card at any P.C. Richard & Son store within the United States at any time during the period November 12, 2015 through August 18, 2016 and were provided an electronically printed receipt at the point of the sale or transaction, on which receipt was printed the expiration date of the consumer's AmEx credit card or debit card.

2. **Settlement Benefits to the Class.**

(a) **Cash Fund:** P.C. Richard will establish a common fund in the amount of \$4,900,000 ("**Cash Fund**"). P.C. Richard's maximum exposure under this settlement is \$4,900,000 and under no circumstances shall it be required to pay any additional amounts. The Cash Fund will be funded as follows: (i) \$250,000 within 10 days after the entry of the order in which the court grants preliminary approval to the settlement; and (ii) the remainder of the Cash Fund will be funded within 10 days of the Settlement Date as defined below. P.C. Richard's payments towards the Cash Fund shall be transferred to a bank account designated and maintained by the Settlement Administrator designated in paragraph 2(d) hereof for purposes of this settlement.

(b) **Distributions From The Cash Fund:** After subtracting from the Cash Fund Class Counsel's attorneys' fees and costs (see paragraph 9 hereof), an incentive (service) award payment to the Class Representative (see paragraph 8 hereof), and Administration Costs (as defined in paragraph 2(d) hereof), the remaining amount ("**Net Cash Fund**") will be divided by the total number of Eligible Settlement Class Members (as defined in paragraph 3 hereof) to determine each Eligible Settlement Class Member's pro-rata share ("**Pro-Rata Share**"). For purposes of determining the Pro-Rata Share, each Eligible Settlement Class Member will be counted once, and may not receive more than the Pro-Rata Share, regardless of whether they made one or more than one transaction during the Settlement Class period of November 12, 2015 through August 18, 2016 ("**Settlement Class Period**"). An Eligible Settlement Class Member's Pro-Rata Share shall not under any circumstances exceed \$1,000. Each Eligible Settlement Class Member will be mailed a check in the amount of the Pro-Rata Share, to be paid from the

Net Cash Fund. Distribution of settlement checks will begin no earlier than 30 days after the Settlement Date (as defined in paragraph 12 hereof). All settlement checks will be distributed no later than 90 days after the Settlement Date. All settlement checks will have an expiration date stated on them that will be calculated as 180 days from the date the check is issued.

(c) **Distribution of Residue**: If any residual funds from the Net Cash Fund remain due to uncashed settlement checks or for any other reason, any and all such residual funds will be distributed *cy pres* to one or more 501(c)(3) charities to be designated by Plaintiff and proposed to the Court in connection with the motion for preliminary approval. Plaintiff hereby designates Electronic Privacy Information Center (<https://epic.org/about/non-profit/>). If, for any reason, any or all of the selected charity(ies) are not approved by the Court, any such decision by the Court shall not affect the enforceability of the settlement because the Parties agree that Plaintiff may propose alternative charity(ies) until the Court determines that, in the Court's view, each charity(ies) proposed would be a proper recipient(s) of the residue, and, if that fails, the Parties agree that the Court may itself propose and select charity(ies).

(d) **Administration of Settlement**: The Parties agree that, subject to the Court's approval, Atticus Administration, LLC shall serve as the settlement administrator ("**Settlement Administrator**"). If, for some reason, the Court does not approve of Atticus Administration, LLC, or Atticus Administration, LLC does not serve as settlement administrator, the Parties shall jointly select another third party settlement administrator to serve as the settlement administrator, subject to the Court's approval. All fees and costs incurred or charged by the Settlement Administrator to administer the Settlement ("**Administration Costs**"), including but not limited to check issuance, Settlement Website (as defined in paragraph 4(d) hereof), notice to Settlement Class Members, the toll-free telephone number (referenced in paragraph 4(e) hereof), and envelope and postage charges, will be paid from the Cash Fund.

(e) **Implementation of FACTA Compliance Policy**: Not later than twenty days after the Settlement Date, P.C. Richard shall implement a written company policy which states that it will not print more than the last five digits of the credit or debit card number or the credit or debit card expiration date upon any printed receipt provided to any customer that uses a credit or debit card to transact business with P.C. Richard.

3. **Eligible Settlement Class Members.**

An **Eligible Settlement Class Member** shall be determined as follows:

(a) **Through American Express Information**: As part of this Settlement, P.C. Richard provided to Plaintiff a certification setting forth a list of all P.C. Richard stores within the United States during the Settlement Class Period which included each store's address, store number, phone number, fax number, and American Express Merchant ID number(s). Using this information, Plaintiff then subpoenaed the appropriate American Express related entities (with which subpoena(s) Defendants were required to cooperate and did cooperate) for customer information for each of the approximately 94,325 credit and debit card retail transactions where an American Express card was used during the Settlement Class Period. For each of the transactions, the subpoena(s) sought, among other things, the cardholder's name, the cardholder's mailing address, the cardholder's email address, the cardholder's telephone number, the retail store where the transaction was processed, the date of the transaction, the amount of the

transaction, the American Express card number for the transaction, and whether a consumer card was used or whether a non-consumer business card was used for the transaction. The subpoenaed American Express entities provided several batches of information to Plaintiff, the last of which was provided on or about January 9, 2024. To the extent this information identifies the cardholder's name, the cardholder's mailing address and/or email address, and that a consumer card was used during the Settlement Class Period, the cardholder shall be deemed an Eligible Settlement Class Member and shall be entitled to receive a settlement check in the amount of the Pro-Rata Share without having to submit any claim or take any other action. To the extent this information identifies the cardholder's name, and the cardholder's mailing address and/or email address, but the information is deemed insufficient to determine whether a consumer card was used during the Settlement Class Period, the cardholder shall be provided notice and be given an opportunity to submit a Claim Form (as defined in paragraph 3(d) hereof) and confirm that he or she used a consumer card; if such cardholder submits a valid and timely Claim Form, the cardholder shall then be deemed an Eligible Settlement Class Member and shall be entitled to receive a Settlement check in the amount of the Pro-Rata Share.

(b) Through P.C. Richard's Information: To the extent the subpoena process set forth in paragraph 3(a), above, either (i) did not provide sufficient customer information to determine whether a customer is an Eligible Settlement Class Member, or (ii) lacks a mailing or email address to allow for the dissemination of direct notice, then, to the extent P.C. Richard has information that can be used to determine whether a customer is an Eligible Settlement Class Member or allows for the dissemination of direct notice, P.C. Richard provided this information to Plaintiff on October 18, 2023. To the extent the information from P.C. Richard identifies the cardholder's name, the cardholder's mailing address and/or email address, and that a consumer card was used during the Settlement Class Period, the cardholder shall be deemed an Eligible Settlement Class Member and shall be entitled to receive a settlement check in the amount of the Pro-Rata Share without having to submit any claim or take any other action. To the extent the information from P.C. Richard identifies the cardholder's name, and the cardholder's mailing address and/or email address, but the information is deemed insufficient to determine whether a consumer card was used during the Settlement Class Period, the cardholder shall be provided notice and be given an opportunity to submit a Claim Form and confirm that he or she used a consumer card; if such cardholder submits a valid and timely Claim Form, the cardholder shall then be deemed an Eligible Settlement Class Member and shall be entitled to receive a Settlement check in the amount of the Pro-Rata Share.

(c) Through Other Notice: To the extent the subpoena process set forth in paragraph 3(a), above and P.C. Richard's information in paragraph 3(b), above, either (i) does not provide sufficient customer information to determine whether a customer is an Eligible Settlement Class Member, or (ii) lacks a mailing or email address to allow for the dissemination of direct notice, then, notice shall be given pursuant to paragraphs 4(c) and (d), below.

(d) Claim Forms for Certain Settlement Class Members: To the extent it cannot be determined that a cardholder is an Eligible Settlement Class Member based on the subpoena process set forth in paragraph 3(a), above, and P.C. Richard's information in paragraph 3(b), above, then all such cardholders as well as any and all unidentified Settlement Class members will have 180 days from the date Full Notice, as that term is defined below, is first posted on the Settlement Website to submit a claim ("**Claims Period**") and establish that they are an Eligible Settlement Class Member using **Claim Form-R** (in the form attached hereto as **Exhibit A**),

unless the Settlement Administrator has provided to the cardholder a **Short-Form Claim Form** (in the form attached hereto as **Exhibit B**) in which case the cardholder may use the Short-Form Claim Form. The Short-Form Claim Form (or its electronic version) may be used only where the Settlement Administrator has determined that the records show that the cardholder used an American Express ("**AmEx**") credit or debit card for one or more transactions at P.C. Richard during the Settlement Class Period, but it is unknown whether the AmEx card used is a consumer card or a non-consumer business card. Settlement Class members may submit a Claim Form-R (or a Short-Form Claim Form if they were provided one by the Settlement Administrator), together with any required documentation, by postal mail or by facsimile. Claim forms may be submitted to the Settlement Administrator's postal address or the Settlement Administrator's facsimile number. Alternatively, Settlement Class members may submit a claim by completing and submitting an electronic version of Claim Form-R (or, if they are eligible, an electronic version of the Short-Form Claim Form), and uploading and submitting it together with any required documentation on the internet through the Settlement Website. Each Settlement Class member may submit only one claim, regardless of whether they made one or more credit or debit card transactions during the Settlement Class Period. For Claim Form-R, a valid claim will require that a Settlement Class member produce evidence that he or she received a customer receipt from P.C. Richard at any time during the Settlement Class Period that displays the expiration date of his or her AmEx credit or debit card, and to state that he or she used their own personal card for such transaction. In addition to stating that he or she used their own personal card for the subject transaction, proof of claim for Claim Form-R may consist of the original or a copy of either (1) a customer receipt containing the expiration date of his or her AmEx credit or debit card showing that he or she made a transaction at any P.C. Richard store at any time during the Settlement Class Period, or (2) an AmEx credit or debit card statement (which will be encouraged to be in redacted form) showing that he or she made a transaction at any P.C. Richard store at any time during the Settlement Class Period. If eligible to submit a Short-Form Claim Form, the Settlement Class member must timely submit a completed Short-Form Claim Form and state that he or she used their own personal card for such transaction. The Parties have the right to inspect and audit all claims received, including any proof submitted in connection therewith.

4. Notice to the Settlement Class.

The Parties agree that notice of the proposed settlement will be provided to the Settlement Class through the following methods, but the Parties also agree that should the Court require any different, or modified, means or content of any notice(s) such shall not affect the enforceability of the settlement and the Parties agree to adopt any such different or modified means or content of notice:

(a) **Mailed Notice:** Beginning no later than 30 days after the Court's preliminary approval of the settlement, all cardholders for whom a mailing address is available shall be given direct mailed notice ("**Mailed Notice**"). Mailed Notice shall be **Mailed Notice A** (in the form attached hereto as **Exhibit C**) for all Eligible Settlement Class Members who are known to have used a consumer card. Mailed Notice shall be **Mailed Notice P** (in the form attached hereto as **Exhibit D**) for all cardholders for whom the Settlement Administrator does not have sufficient information to determine whether a consumer card was used. All costs for the Mailed Notice shall be paid from the Cash Fund.

(b) **Email Notice:** Beginning no later than 30 days after the Court's preliminary approval of the settlement, all cardholders for whom an email address is available shall be given direct notice by email ("**Email Notice**"). Email Notice shall be **Email Notice A** (in the form attached hereto as **Exhibit E**) for all Eligible Settlement Class Members who are known to have used a consumer card. Email Notice shall be **Email Notice P** (in the form attached hereto as **Exhibit F**) for all cardholders for whom the Settlement Administrator does not have sufficient information to determine whether a consumer card was used. All costs for the Email Notice shall be paid from the Cash Fund.

(c) **Targeted Internet Notice:** To the extent that a mailing or email address is not available for any Settlement Class members, targeted internet notice ("**Targeted Internet Notice**") consisting of targeted internet ads will be provided. Samples of Targeted Internet Notice, prepared by the Settlement Administrator, are attached hereto as **Exhibit G**. All costs for the Targeted Internet Notice shall be paid from the Cash Fund.

(d) **Settlement Website Notice:** Beginning no later than 30 days after the Court's preliminary approval of the settlement, the Settlement Administrator will provide a viewable and printable on-line long-form notice ("**Full Notice**"), which will be in a form attached hereto as **Exhibit H**, via a settlement website ("**Settlement Website**") containing a description of the settlement terms. All costs for the Settlement Website shall be paid from the Cash Fund. It is expressly understood and agreed that as a condition to being engaged, the Settlement Administrator shall agree to be solely responsible for the Settlement Website's compliance with the Americans With Disabilities Act and all state law analogues.

(e) **Telephone Number For Settlement Class Members:** The Mailed Notice, Email Notice, Settlement Website, and Full Notice shall refer to the Settlement Administrator's toll-free telephone number, which Settlement Class members may call.

(f) **Paper Copies:** If any Settlement Class member requests a paper copy of the Full Notice or of the long-form settlement agreement, it shall be the Settlement Administrator's obligation to provide and pay for same, including postage costs, from the Cash Fund.

5. **Opt-Outs.**

(a) **The Opt-Out Process:** Settlement Class members will have until sixty (60) calendar days from the first date of posting the Full Notice to the Settlement Class per paragraph 4(d) above, to exclude themselves from the Settlement (the "**Opt-Out Deadline**"). Settlement Class members may opt out by timely sending a written request to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The written request must include the Settlement Class member's name, address, telephone number, and signature, and a statement requesting that the Settlement Class member be excluded as a Class member from *Baskin, et al. v. P.C. Richard & Son, LLC, et al.*, Docket No. OCN-L-000911-18. The Settlement Administrator shall promptly provide a copy of any opt-out request to counsel for each of the Parties. Settlement Class members who timely opt out of the Settlement: (a) will not be a part of the Settlement; (b) will have no right to receive any benefits under the Settlement; (c) will not be bound by the terms of the Settlement; and (d) will not have any right to object to the terms of the Settlement or be heard at the fairness (final approval) hearing.

6. **Objections to the Settlement or to the Fee Motion.**

(a) Any Settlement Class member, on his or her own, or through an attorney hired at his or her own expense, may object to the terms of the Settlement. Any such objection must be mailed to the Settlement Administrator. To be effective, any such objection must be in writing and include the contents described in paragraph 6(c), and must be mailed and postmarked no later than thirty (30) days before the fairness hearing scheduled by the Court, or as the Court otherwise directs. Any objections not raised properly and timely will be waived.

(b) Any Settlement Class member, on his or her own, or through an attorney hired at his or her own expense, may object to Class Counsel's motion for an award of attorneys' fees and costs and/or the Class Representative's motion for incentive (or service) award. Such motion will be posted on the Settlement Website no later than sixty (60) calendar days before the fairness hearing scheduled by the Court, or as the Court otherwise directs. Any objection must be mailed to the Settlement Administrator. To be effective, any such objection must be in writing and include the contents described in paragraph 6(c), and must be mailed and postmarked no later than thirty (30) days before the fairness hearing scheduled by the Court, or as the Court otherwise directs. Any objections not raised properly and timely will be waived.

(c) To be effective, any objection described in paragraph 6(a) or paragraph 6(b) must contain all of the following information:

A. A reference at the beginning to this matter, *Baskin, et al. v. P.C. Richard & Son, LLC, et al.*, Docket No. OCN-L-000911-18.

B. The objector's full name, address, and telephone number.

C. Proof of Settlement Class membership consisting of the original or a copy of either: (1) a valid Claim Number assigned to the cardholder in this matter that begins with the letter A; (2) a valid Notice Number assigned to the cardholder in this matter that begins with the letter P together with proof that the cardholder used his or her own personal AmEx credit or debit card for one or more of the subject transactions at P.C. Richard during the period November 12, 2015 through August 18, 2016; or (3) the cardholder's receipt that contains the expiration date of cardholder's credit or debit card and shows that cardholder made a transaction at any P.C. Richard store at any time during the period November 12, 2015 through August 18, 2016, together with proof that that cardholder used his or her personal AmEx credit or debit card for one or more of the subject transactions.

D. A written statement of all grounds for the objection, accompanied by any legal support for such objection.

E. Copies of any papers, briefs, or other documents upon which the objection is based.

F. A statement of whether the objector intends to appear at the fairness hearing. If the objector intends to appear at the fairness hearing through counsel, the objection must also state the identity of all attorneys representing the objector who will appear at the fairness hearing.

G. Regarding any counsel who represents the objector or has a financial interest in the objection: (1) a list of cases in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years, and (2) a copy of any orders concerning a ruling upon counsel's or the firm's prior objections that were issued by the trial and/or appellate courts in each listed case.

H. A statement by the objector under oath that: (1) he or she has read the objection in its entirety, (2) he or she is a member of the Settlement Class, (3) states the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, (4) identifies the caption of each case in which the objector has made such objection, and (5) attaches any orders concerning a ruling upon the objector's prior such objections that were issued by the trial and/or appellate courts in each listed case.

7. **Class Representative and Class Counsel.**

P.C. Richard shall not take a position with respect to the designation and appointment of Baskin as class representative ("**Class Representative**") for the Settlement Class, and Chant Yedalian of Chant & Company A Professional Law Corporation, Bruce D. Greenberg of Lite DePalma Greenberg & Afanador, LLC, and Charles J. LaDuca and Peter Gil-Montllor of Cuneo Gilbert & Laduca, LLP as class counsel ("**Class Counsel**") for the Settlement Class.

8. **Incentive (Service) Award to Plaintiff.**

Baskin will request to receive an incentive payment of up to \$5,000, to be paid from the Cash Fund, to compensate her for her services as Class Representative. The award, if and when issued by the Court, will be paid from the Cash Fund by the Settlement Administrator delivering a check payable to "Ellen Baskin" within 10 days of the Settlement Date. This award will be in addition to any other benefit to which Baskin will be entitled under the settlement as a Settlement Class member. P.C. Richard shall not take a position as to Baskin's request for an incentive award.

9. **Class Counsel's Fees and Costs.**

As part of the settlement, Class Counsel will request to receive an award of attorneys' fees of up to 33 $\frac{1}{3}$ % of the Cash Fund (\$1,633,333.33), to be paid from the Cash Fund, plus an award of Class Counsel's litigation costs of up to \$65,000, also to be paid from the Cash Fund. The awards, if and when issued by the Court, will be paid from the Cash Fund by the Settlement Administrator delivering a check or wire transfer to Class Counsel within 30 days of the Settlement Date. All attorneys' fees and costs paid to Class Counsel pursuant to this settlement shall be allocated between Class Counsel pursuant to the terms of the prior agreement among Class Counsel. P.C. Richard shall not take a position as to Class Counsel's request for attorneys' fees and costs.

10. **Settlement Shall Survive Any Intervening Change of Law.**

The Parties agree and intend that the settlement and its validity and enforceability shall not be affected by any future change, modification, reversal or clarification of the law, nor shall

any future change, modification, reversal or clarification of the law provide either of the Parties with grounds to oppose preliminary or final approval of the settlement.

11. **Release by the Settlement Class.**

As of the Settlement Date, and except as to such rights or claims created by the settlement, Baskin and each Settlement Class member who does not timely opt-out of the settlement forever discharge and release P.C. Richard & Son, LLC and P.C. Richard & Son, Inc. as well as each of their insurers, predecessors, successors, corporate affiliates, corporate parents and corporate subsidiaries, and all of their respective officers, shareholders, directors, managers, members, partners, employees, attorneys, and agents, from any and all suits, claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, actions or causes of action, in law or equity, of whatever kind or nature, direct or indirect, known or unknown, arising out of the facts alleged in Plaintiff's Complaint concerning customer receipts printed at P.C. Richard stores from November 12, 2015 through August 18, 2016, or that could have been alleged in Plaintiff's Complaint concerning customer receipts printed at P.C. Richard stores from November 12, 2015 through August 18, 2016.

12. **Settlement Date.**

The settlement shall become effective ("**Settlement Date**") upon the entry of a final order and judgment ("**Judgment**") by the Court and the Judgment becoming final by virtue of it having become final and nonappealable through (i) the expiration of all allowable periods for appeal or discretionary appellate review without an appeal or request for discretionary appellate review having been filed, or (ii) final affirmance of the Judgment on appeal or remand, or final dismissal or denial of all such appeals and requests for discretionary review. The Court shall retain continuing jurisdiction over the interpretation, implementation and enforcement of the settlement.

13. **Agreement Is Fully Enforceable, and any Disputes Shall Be Decided By Court.**

The Parties agree that this Agreement shall be fully enforceable by the Court, including but not limited to by motion. To the extent that there is any disagreement concerning the contents of any claim form, Mailed Notice, Email Notice, Targeted Internet Notice and/or Full Notice, and/or deciding where or how the Targeted Internet Notice shall be made, the Parties agree that the Court shall resolve any such differences and the Court shall look to and use the terms of this Agreement in resolving any such differences.

14. **Mutual Full Cooperation To Effectuate Settlement.**

The Parties agree to cooperate and take all steps necessary and appropriate to effectuate the Settlement. The Parties shall diligently work together in good faith to seek preliminary and final court approval of the Settlement. Class Counsel shall prepare the preliminary and final approval motion and proposed orders concerning same. Class Counsel shall provide counsel for P.C. Richard a reasonable opportunity to review all preliminary and final approval papers. In the event that the Court fails to issue a preliminary approval order, or fails to issue a final approval order, the Parties agree to use their best efforts, consistent with this Agreement, to cure any defect(s) identified by the Court.

15. **Parties To Bear Own Attorney Fees and Costs Except As Otherwise Provided Herein.**

The Parties shall each bear their own attorneys' fees and costs, except as provided in this Agreement.

16. **Agreement Binding.**

This Agreement is binding upon, and inures to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

17. **Counterparts.**

This Agreement may be executed and delivered in counterparts, each of which, including but not limited to pages transmitted by facsimile or in electronic PDF file format, when so executed and delivered, shall be deemed to be an original.

18. **Headings and Interpretations.**

The paragraph titles, headings, and captions in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any of its provisions. Each term of this Settlement is contractual and not merely a recital.

19. **Modification.**

This Agreement may not be changed, altered, or modified, except in a writing signed by the Parties and their counsel and approved by the Court.

AGREED TO AND ACCEPTED:

Plaintiff:

ELLEN BASKIN

March 22, 2024


By: Ellen Baskin

Counsel for Plaintiff and the Settlement Class:
CHANT & COMPANY
A Professional Law Corporation

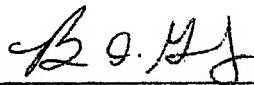
March 22, 2024



By: Chant Yedalian

Counsel for Plaintiff and the Settlement Class:
LITE DEPALMA GREENBERG &
AFANADOR, LLC


March 21, 2024



By: Bruce D. Greenberg

Counsel for Plaintiff and the Settlement Class:
CUNEO GILBERT & LADUCA, LLP

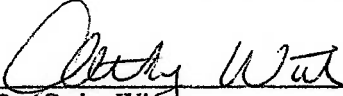
March 21, 2024



By: Charles J. LaDuca
Peter Gil-Montllor

Defendant:
P.C. RICHARD & SON, LLC

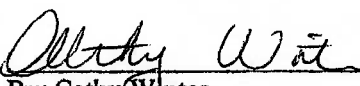
March 27, 2024



By: Cathy Winter
Chief Financial Officer

Defendant:
P.C. RICHARD & SON, INC.

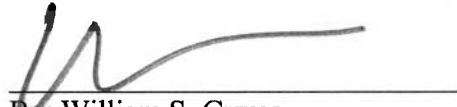
March 27, 2024



By: Cathy Winter
Chief Financial Officer

Counsel for Defendants:
KELLEY DRYE & WARREN LLP

March ²⁷ 2024

A handwritten signature in black ink, appearing to be 'W. S. Gyves', written over a horizontal line.

By: William S. Gyves
Glenn T. Graham

EXHIBIT "A"

CLAIM FORM-R

Baskin, et al. v. P.C. Richard & Son, LLC, et al.
Superior Court of New Jersey, Ocean County – Law Division
Docket No. OCN-L-000911-18

I. Your Information

Please clearly print or type your information in the spaces below:

Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ E-mail Address (Optional): _____

**II. Please provide either: (1) an original or copy of your customer receipt, OR
(2) an original or copy of your credit or debit card statement**

You must provide proof in either one of the following two ways:

Option (1): You may attach an original or a copy of your customer receipt that contains the expiration date of your American Express ("AmEx") credit or debit card and shows that you made a transaction at any P.C. Richard store at any time during the period November 12, 2015 through August 18, 2016. By completing this Claim Form-R you also confirm that you used your own personal AmEx card for the transaction.

OR

Option (2): You may attach an original or a copy of your American Express ("AmEx") credit or debit card statement showing that you made a transaction at any P.C. Richard store at any time during the period November 12, 2015 through August 18, 2016. By completing this Claim Form-R you also confirm that you used your own personal AmEx card for the transaction. Before providing your statement or copy of your statement, please redact (meaning you may white-out or mark-over) information contained in your credit or debit card statement to prevent it from showing things like your account numbers, your other purchases, etc. The only information that is required to show on your statement for purposes of making a claim under this Settlement is your name, address, and all of the details of your transaction from any P.C. Richard store, including the date and amount of your purchase.

You may make only one claim regardless of whether you have made one or more than one eligible credit or debit card transaction. Accordingly, if you had more than one eligible transaction you only need to provide proof of either one receipt or one statement showing that you made one credit or debit card transaction at any P.C. Richard store at any time during the period November 12, 2015 through August 18, 2016.

III. Please Sign This Form

I declare that the facts stated in this Claim Form are true and accurate.

Signature: _____

Questions? Call 1-???-???-???? or visit www.ReceiptSettlement.com

INSTRUCTIONS FOR THE CLAIM FORM-R
Use this form only if you have NOT received written notice
by postal mail or e-mail with a Claim Number or Notice Number

I. Deadline For Returning Your Completed Claim Form-R

If you have NOT received written notice by postal mail or e-mail with a Claim Number or Notice Number, then, to become an Eligible Settlement Class Member and obtain a payment you must complete and return a valid Claim Form-R by **no later than [DATE]**.

You may submit the Claim Form-R by U.S. mail, fax, or on-line submission.

If you are mailing the Claim Form-R, your completed Claim Form-R (together with the required documentation) must be mailed to the following address **postmarked no later than [DATE]**:

Atticus Administration LLC
P.O. BOX 64053
St. Paul, MN 55164

You may also send your Claim Form-R (together with the required documentation) by facsimile to the following facsimile number 1-???-???-???, **by no later than 11:59 p.m. Eastern Time on [DATE]**.

You may also submit your claim by completing and submitting an electronic version of the Claim Form-R (and uploading and submitting the required documentation) on the internet at www.ReceiptSettlement.com, **by no later than 11:59 p.m. Eastern Time on [DATE]**.

II. You Must Complete Section I Of The Claim Form

You must complete Section I entitled "Your Information" by clearly printing or typing your information in the appropriate spaces. You must complete all of the spaces, except for your E-mail address which is optional.

III. You Must Also Provide The Necessary Document With Your Claim Form

As explained in Section II of the Claim Form, you must provide proof in either **one** of the following **two ways**:

Option (1): You may attach an original or a copy of your customer receipt that contains the expiration date of your American Express ("AmEx") credit or debit card and shows that you made a transaction at any P.C. Richard store at any time during the period November 12, 2015 through August 18, 2016. By completing this Claim Form-R you also confirm that you used your own personal AmEx card for the transaction.

OR

Option (2): You may attach an original or a copy of your American Express ("AmEx") credit or debit card statement showing that you made a transaction at any P.C. Richard store at any time during the period November 12, 2015 through August 18, 2016. By completing this Claim Form-R you also

Questions? Call 1-???-???-???? or visit www.ReceiptSettlement.com
Instructions Page 1

confirm that you used your own personal AmEx card for the transaction. Before providing your statement or copy of your statement, please redact (meaning you may white-out or mark-over) information contained in your credit or debit card statement to prevent it from showing things like your account numbers, your other purchases, etc. The only information that is required to show on your statement for purposes of making a claim under this Settlement is your name, address, and all of the details of your transaction from any P.C. Richard store, including the date and amount of your purchase.

You may make only one claim regardless of whether you have made one or more than one eligible credit or debit card transaction. Accordingly, if you had more than one eligible transaction you only need to provide proof of either one receipt or one statement showing that you made one credit or debit card transaction at any P.C. Richard store at any time during the period November 12, 2015 through August 18, 2016.

Although you may submit either the original or a copy of either your receipt or card statement, if you decide to send an original, it is encouraged that you make and keep a copy for yourself. We will not be responsible for original documents that are lost.

IV. You Must Sign In The Space Provided In Section III Of The Claim Form

You must also sign the Claim Form in the space provided in Section III of the Claim Form.

EXHIBIT "B"

SHORT-FORM CLAIM FORM

Baskin, et al. v. P.C. Richard & Son, LLC, et al.

Superior Court of New Jersey, Ocean County – Law Division

Docket No. OCN-L-000911-18

I. Your Information

[Preprinted] Name: _____

[Preprinted] Street Address: _____

[Preprinted] City: _____ [Preprinted] State: _____ [Preprinted] Zip Code: _____

[Preprinted] Phone Number: _____ [Preprinted] E-mail Address: _____

II. Your Transaction Information

The records show that you used an American Express ("AmEx") credit or debit card for the following transaction(s):

[Preprinted transaction record(s)]

III. Please Sign This Form

By completing this Short-Form Claim Form, I declare that I used my own personal American Express card for at least one transaction that is referenced in Section II above.

Signature: _____

INSTRUCTIONS FOR THE SHORT-FORM CLAIM FORM

**Use this form only if you have received written notice
with a Notice Number that begins with the letter P**

I. Deadline For Returning Your Completed Short-Form Claim Form

If you have already received written notice by postal mail or e-mail which contains a Notice Number that begins with the letter P, this means that the records show that you used an American Express ("AmEx") credit or debit card for one or more transactions at P.C. Richard during the period November 12, 2015 through August 18, 2016, but it is unknown whether the AmEx card you used is your personal card or a non-consumer business card.

Therefore, if you received written notice by postal mail or email which contains a Notice Number that begins with the letter P, in order to obtain a payment, in an amount up to \$1,000.00, you must submit a Short-Form Claim Form attesting that at least one transaction shown in the records was made with your personal American Express ("AmEx") credit or debit card. Once you timely submit your Short-Form Claim Form and it is approved you will become an Eligible Settlement Class Member.

You may submit the Short-Form Claim Form by U.S. mail, fax, or on-line submission.

If you are mailing the Short-Form Claim Form, your completed form must be mailed to the following address **postmarked no later than [DATE]**:

Atticus Administration LLC
P.O. BOX 64053
St. Paul, MN 55164

You may also send your completed Short-Form Claim Form by facsimile to the following facsimile number 1-???-???-????, **by no later than 11:59 p.m. Eastern Time on [DATE]**.

You may also submit your Short-Form Claim Form by completing and submitting an electronic version of the Short-Form Claim Form on the internet at www.ReceiptSettlement.com, **by no later than 11:59 p.m. Eastern Time on [DATE]**.

II. You Must Sign In The Space Provided In Section III Of The Claim Form

You must also sign the Short-Form Claim Form in the space provided in Section III of the Short-Form Claim Form.

EXHIBIT "C"

A court ordered this Notice.

This is not a solicitation from a lawyer.

A proposed settlement has been reached in a pending class action lawsuit against P.C. Richard & Son, LLC and P.C. Richard & Son, Inc. (collectively "P.C. Richard") and your legal rights may be affected by the lawsuit and a proposed settlement of the lawsuit.

The class action lawsuit, *Baskin, et al. v. P.C. Richard & Son, LLC, et al.*, Superior Court of New Jersey, Ocean County – Law Division, Docket No. OCN-L-000911-18, alleges that P.C. Richard violated the Fair and Accurate Credit Transactions Act or FACTA, 15 U.S.C. §1681c(g), by printing on customer receipts the customer's credit card or debit card expiration date. P.C. Richard disputes the class action allegations and denies that it violated FACTA. Both sides have agreed upon a proposed settlement of the class action lawsuit to avoid the uncertainty and cost of a trial, and to provide benefits to class members.

P.C. RICHARD & SON SETTLEMENT
C/O ATTICUS ADMINISTRATION
PO BOX 64053
ST PAUL, MN 55164

BARCODE

CLAIM NUMBER: A<<CLAIM # >>
<<FIRST NAME>> <<LAST NAME>>
<<ADDRESS 1>> <<ADDRESS 2>>
<<CITY> <<STATE>> <<ZIP>>

WHO IS INCLUDED? You received this Notice because transaction records show you are a member of the class. You are a member of the class if you used your personal American Express ("AmEx") credit or debit card at any P.C. Richard & Son store within the United States at any time during the period November 12, 2015 through August 18, 2016 and were provided an electronically printed receipt at the point of the sale or transaction, on which receipt was printed the expiration date of your AmEx credit card or debit card.

WHAT CAN I GET? If the settlement is approved and becomes final, each class member may be entitled to a payment in an amount not to exceed \$1,000. The actual amount of the payment depends on the number of class members who are ultimately determined to be eligible settlement class members. P.C. Richard shall also implement a written company policy which states that they will not print more than the last five digits of the credit or debit card number or the credit or debit card expiration date upon any printed receipt provided to any customer that uses a credit or debit card to transact business with P.C. Richard.

YOU DO NOT NEED TO SUBMIT A CLAIM FORM OR DO ANYTHING ELSE IF YOU WOULD LIKE TO RECEIVE PAYMENT. You are receiving this Notice because records show you are an eligible settlement class member. There is nothing more you need to do in order to obtain a payment, if the settlement becomes final. If you do nothing, and the settlement is approved and becomes final, you will remain in the class, receive a payment from the settlement, and be bound by the terms of the settlement, including the release of claims, and all of the Court's orders and judgment.

OTHER OPTIONS. If you do not want to be legally bound by the settlement, you must exclude yourself by [DATE, 2024]. If you stay in the settlement, you may object to it by [DATE, 2024]. A more detailed Full Notice is available to explain your options, including how to exclude yourself or object. Please visit the website at: www.ReceiptSettlement.com or call the toll-free number 1-8XX-XXX-XXXX for a copy of the more detailed Full Notice. On [DATE, 2024], at X:X0 X.m. the Court will hold a fairness hearing to determine whether to approve the settlement, settlement Class Counsel's request for attorneys' fees and costs, and an incentive award for the settlement Class Representative. You or your own lawyer, if you have one, may appear and speak at the fairness hearing at your own expense, but you do not have to. The date and time of the fairness hearing may be changed without further notice. This Notice is only a summary. For more information, including updates on dates and times, call or visit the website below.

Questions? Call 1-8XX-XXX-XXXX or visit www.ReceiptSettlement.com

EXHIBIT "D"

A court ordered this Notice.

This is not a solicitation from a lawyer.

A proposed settlement has been reached in a pending class action lawsuit against P.C. Richard & Son, LLC and P.C. Richard & Son, Inc. (collectively "P.C. Richard") and your legal rights may be affected by the lawsuit and a proposed settlement of the lawsuit.

The class action lawsuit, *Baskin, et al. v. P.C. Richard & Son, LLC, et al.*, Superior Court of New Jersey, Ocean County – Law Division, Docket No. OCN-L-000911-18, alleges that P.C. Richard violated the Fair and Accurate Credit Transactions Act or FACTA, 15 U.S.C. §1681c(g), by printing on customer receipts the customer's credit card or debit card expiration date. P.C. Richard disputes the class action allegations and denies that it violated FACTA. Both sides have agreed upon a proposed settlement of the class action lawsuit to avoid the uncertainty and cost of a trial, and to provide benefits to class members.

P.C. RICHARD & SON SETTLEMENT
C/O ATTICUS ADMINISTRATION
PO BOX 64053
ST PAUL, MN 55164

BARCODE

NOTICE NUMBER: P<<NOTICE # >>
<<FIRST NAME>> <<LAST NAME>>
<<ADDRESS 1>> <<ADDRESS 2>>
<<CITY> <<STATE>> <<ZIP>>

WHO IS INCLUDED? You are a member of the class if you used your personal American Express ("AmEx") credit or debit card at any P.C. Richard & Son store within the United States at any time during the period November 12, 2015 through August 18, 2016 and were provided an electronically printed receipt at the point of the sale or transaction, on which receipt was printed the expiration date of your AmEx credit card or debit card.

WHAT CAN I GET? If the settlement is approved and becomes final, each class member may be entitled to a payment in an amount not to exceed \$1,000. The actual amount of the payment depends on the number of class members who are ultimately determined to be eligible settlement class members. P.C. Richard shall also implement a written company policy which states that they will not print more than the last five digits of the credit or debit card number or the credit or debit card expiration date upon any printed receipt provided to any customer that uses a credit or debit card to transact business with P.C. Richard.

TO BE ELIGIBLE FOR PAYMENT, YOU MUST SUBMIT A SHORT-FORM CLAIM FORM AND ESTABLISH YOU ARE A CLASS MEMBER.

You are receiving this Notice because records show that you used an AmEx credit or debit card for one or more transactions at P.C. Richard during the period November 12, 2015 through August 18, 2016, but it is unknown whether the AmEx card you used is your personal card or a non-consumer business card. If you would like to become an eligible settlement class member, and receive payment if the settlement becomes final, you must submit a Short-Form Claim Form and declare that you used your own personal AmEx card for at least one transaction that is referenced in your Short-Form Claim Form. You can submit a Short-Form Claim Form online at www.ReceiptSettlement.com using your Notice Number printed on the front of this post card or you may call 1-8XX-XXX-XXXX and ask that your Short-Form Claim Form be mailed to you. The deadline to submit a Short-Form Claim Form is [DATE, 2024]. If you are a class member and submit a Short-Form Claim Form, and the settlement is approved and becomes final, you will also remain in the class, and be bound by the terms of the settlement, including the release of claims, and all of the Court's orders and judgment.

OTHER OPTIONS. If you are a class member and do nothing, and the settlement is approved and becomes final, you will not receive a payment, but you will remain in the class, and be bound by the terms of the settlement, including the release of claims, and all of the Court's orders and judgment. If you do not want to be legally bound by the settlement, you must exclude yourself by [DATE, 2024]. If you stay in the settlement, you may object to it by [DATE, 2024]. A more detailed Full Notice is available to explain your options, including how to exclude yourself or object. Please visit the website at: www.ReceiptSettlement.com or call the toll-free number 1-8XX-XXX-XXXX for a copy of the more detailed Full Notice. On [DATE, 2024], at X:X0 X.m. the Court will hold a fairness hearing to determine whether to approve the settlement, settlement Class Counsel's request for attorneys' fees and costs, and an incentive award for the settlement Class Representative. You or your own lawyer, if you have one, may appear and speak at the fairness hearing at your own expense, but you do not have to. The date and time of the fairness hearing may be changed without further notice. This Notice is only a summary. For more information, including updates on dates and times, call or visit the website below.

Questions? Call 1-8XX-XXX-XXXX or visit www.ReceiptSettlement.com

EXHIBIT "E"

Email Notice A

Subject: Notice of P.C. Richard & Son Class Action Settlement

A court ordered this Notice.

This is not a solicitation from a lawyer.

CLAIM NUMBER: A<<CLAIM # >>

WHAT IS THIS ABOUT? A proposed settlement has been reached in a pending class action lawsuit against P.C. Richard & Son, LLC and P.C. Richard & Son, Inc. (collectively "P.C. Richard") and your legal rights may be affected by the lawsuit and a proposed settlement of the lawsuit.

The class action lawsuit, *Baskin, et al. v. P.C. Richard & Son, LLC, et al.*, Superior Court of New Jersey, Ocean County – Law Division, Docket No. OCN-L-000911-18, alleges that P.C. Richard violated the Fair and Accurate Credit Transactions Act or FACTA, 15 U.S.C. §1681c(g), by printing on customer receipts the customer's credit card or debit card expiration date. P.C. Richard disputes the class action allegations and denies that it violated FACTA. Both sides have agreed upon a proposed settlement of the class action lawsuit to avoid the uncertainty and cost of a trial, and to provide benefits to class members.

WHO IS INCLUDED? **You received this Notice because transaction records show you are a member of the class.** You are a member of the class if you used your personal American Express ("AmEx") credit or debit card at any P.C. Richard & Son store within the United States at any time during the period November 12, 2015 through August 18, 2016 and were provided an electronically printed receipt at the point of the sale or transaction, on which receipt was printed the expiration date of your AmEx credit card or debit card.

WHAT CAN I GET? If the settlement is approved and becomes final, each class member may be entitled to a payment in an amount not to exceed \$1,000. The actual amount of the payment depends on the number of class members who are ultimately determined to be eligible settlement class members. P.C. Richard shall also implement a written company policy which states that they will not print more than the last five digits of the credit or debit card number or the credit or debit card expiration date upon any printed receipt provided to any customer that uses a credit or debit card to transact business with P.C. Richard.

[---]

[For cardholders for whom the Settlement Administrator has a postal mailing address:]

YOU DO NOT NEED TO SUBMIT A CLAIM FORM OR DO ANYTHING ELSE IF YOU WOULD LIKE TO RECEIVE PAYMENT. You are receiving this Notice because records show you are an eligible

settlement class member. There is nothing more you need to do in order to obtain a payment, if the settlement becomes final. If you do nothing, and the settlement is approved and becomes final, you will remain in the class, receive a payment from the settlement, and be bound by the terms of the settlement, including the release of claims, and all of the Court's orders and judgment.

[---]

[For cardholders for whom the Settlement Administrator does not have a postal mailing address:]

YOU DO NOT NEED TO SUBMIT A CLAIM FORM, BUT YOU DO NEED TO PROVIDE YOUR MAILING ADDRESS IF YOU WOULD LIKE TO RECEIVE PAYMENT. You are receiving this Notice because records show you are an eligible settlement class member. However, we do not have a mailing address for you where a settlement check may be mailed to you, if the settlement becomes final. Please reply to this [email](#) [hyperlink] and provide your current mailing address. Otherwise, if you do not timely provide your current mailing address, you will not receive a payment. If you do nothing, and the settlement is approved and becomes final, you will not receive a payment from the settlement, but you will remain in the class, and be bound by the terms of the settlement, including the release of claims, and all of the Court's orders and judgment.

[---]

OTHER OPTIONS. If you do not want to be legally bound by the settlement, you must exclude yourself by **[DATE, 2024]**. If you stay in the settlement, you may object to it by **[DATE, 2024]**. A more detailed Full Notice is available to explain your options, including how to exclude yourself or object. Please visit the website at: www.ReceiptSettlement.com or call the toll-free number **1-8XX-XXX-XXXX** for a copy of the more detailed Full Notice. On **[DATE, 2024]**, at **X:X0 X.m.** the Court will hold a fairness hearing to determine whether to approve the settlement, settlement Class Counsel's request for attorneys' fees and costs, and an incentive award for the settlement Class Representative. You or your own lawyer, if you have one, may appear and speak at the fairness hearing at your own expense, but you do not have to. The date and time of the fairness hearing may be changed without further notice. This Notice is only a summary. For more information, including updates on dates and times, call 1-8XX-XXX-XXXX or visit www.ReceiptSettlement.com.

WHO REPRESENTS ME? The Court appointed lawyers to represent you and other class members. These lawyers are called Class Counsel. Class Counsel are Chant Yedalian of Chant & Company A Professional Law Corporation, Bruce D. Greenberg of Lite DePalma Greenberg & Afanador, LLC, and Charles J. LaDuca and Peter Gil-Montllor of Cuneo Gilbert & Laduca, LLP. You do not need to pay for these lawyers out of your own pocket. Class Counsel will ask the Court to approve payment of up to \$1,633,333.33 for attorneys' fees, to be paid from the cash fund of \$4,900,000 ("Cash Fund") established for this settlement, plus an award of Class Counsel's litigation costs of up to \$65,000, also to be paid from the Cash Fund. The fees and costs would pay Class Counsel for investigating the facts and law, prosecuting the matter as well as appeals, negotiating the settlement, causing P.C. Richard to change its receipt printing processes and implement a new written policy concerning FACTA, and implementing the settlement. Class

Counsel will also ask the Court to approve payment of up to \$5,000, to be paid from the Cash Fund, to Ellen Baskin as an incentive award for her services as the Class Representative. If you want to be represented by your own lawyer, you may hire one at your own expense, but you do not have to.

Questions? Call [1-8XX-XXX-XXXX](tel:1-8XX-XXX-XXXX) or visit www.ReceiptSettlement.com

EXHIBIT "F"

Email Notice P

Subject: Notice of P.C. Richard & Son Class Action Settlement

A court ordered this Notice.

This is not a solicitation from a lawyer.

NOTICE NUMBER: P<<NOTICE # >>

WHAT IS THIS ABOUT? A proposed settlement has been reached in a pending class action lawsuit against P.C. Richard & Son, LLC and P.C. Richard & Son, Inc. (collectively "P.C. Richard") and your legal rights may be affected by the lawsuit and a proposed settlement of the lawsuit.

The class action lawsuit, *Baskin, et al. v. P.C. Richard & Son, LLC, et al.*, Superior Court of New Jersey, Ocean County – Law Division, Docket No. OCN-L-000911-18, alleges that P.C. Richard violated the Fair and Accurate Credit Transactions Act or FACTA, 15 U.S.C. §1681c(g), by printing on customer receipts the customer's credit card or debit card expiration date. P.C. Richard disputes the class action allegations and denies that it violated FACTA. Both sides have agreed upon a proposed settlement of the class action lawsuit to avoid the uncertainty and cost of a trial, and to provide benefits to class members.

WHO IS INCLUDED? You are a member of the class if you used your personal American Express ("AmEx") credit or debit card at any P.C. Richard & Son store within the United States at any time during the period November 12, 2015 through August 18, 2016 and were provided an electronically printed receipt at the point of the sale or transaction, on which receipt was printed the expiration date of your AmEx credit card or debit card.

WHAT CAN I GET? If the settlement is approved and becomes final, each class member may be entitled to a payment in an amount not to exceed \$1,000. The actual amount of the payment depends on the number of class members who are ultimately determined to be eligible settlement class members. P.C. Richard shall also implement a written company policy which states that they will not print more than the last five digits of the credit or debit card number or the credit or debit card expiration date upon any printed receipt provided to any customer that uses a credit or debit card to transact business with P.C. Richard.

TO BE ELIGIBLE FOR PAYMENT, YOU MUST SUBMIT A SHORT-FORM CLAIM FORM AND ESTABLISH YOU ARE A CLASS MEMBER. You are receiving this Notice because records show that you used an AmEx credit or debit card for one or more transactions at P.C. Richard during the period November 12, 2015 through August 18, 2016, but it is unknown whether the AmEx card you used is your personal card or a non-consumer business card. If you would like to become an eligible settlement class member, and receive payment if the settlement becomes final, you must submit a Short-Form Claim Form and declare that you used your own personal AmEx card for at

least one transaction that is referenced in your Short-Form Claim Form. You can submit a Short-Form Claim Form online at www.ReceiptSettlement.com using your Notice Number shown near the top of this email or you may call **1-8XX-XXX-XXXX** and ask that your Short-Form Claim Form be mailed to you. The deadline to submit a Short-Form Claim Form is **[DATE, 2024]**. If you are a class member and submit a Short-Form Claim Form, and the settlement is approved and becomes final, you will also remain in the class, and be bound by the terms of the settlement, including the release of claims, and all of the Court's orders and judgment.

OTHER OPTIONS. If you are a class member and do nothing, and the settlement is approved and becomes final, you will not receive a payment, but you will remain in the class, and be bound by the terms of the settlement, including the release of claims, and all of the Court's orders and judgment. If you do not want to be legally bound by the settlement, you must exclude yourself by **[DATE, 2024]**. If you stay in the settlement, you may object to it by **[DATE, 2024]**. A more detailed Full Notice is available to explain your options, including how to exclude yourself or object. Please visit the website at: www.ReceiptSettlement.com or call the toll-free number **1-8XX-XXX-XXXX** for a copy of the more detailed Full Notice. On **[DATE, 2024]**, at **X:X0 X.m.** the Court will hold a fairness hearing to determine whether to approve the settlement, settlement Class Counsel's request for attorneys' fees and costs, and an incentive award for the settlement Class Representative. You or your own lawyer, if you have one, may appear and speak at the fairness hearing at your own expense, but you do not have to. The date and time of the fairness hearing may be changed without further notice. This Notice is only a summary. For more information, including updates on dates and times, call 1-8XX-XXX-XXXX or visit www.ReceiptSettlement.com.

WHO REPRESENTS ME? The Court appointed lawyers to represent class members. These lawyers are called Class Counsel. Class Counsel are Chant Yedalian of Chant & Company A Professional Law Corporation, Bruce D. Greenberg of Lite DePalma Greenberg & Afanador, LLC, and Charles J. LaDuca and Peter Gil-Montllor of Cuneo Gilbert & Laduca, LLP. You do not need to pay for these lawyers out of your own pocket. Class Counsel will ask the Court to approve payment of up to \$1,633,333.33 for attorneys' fees, to be paid from the cash fund of \$4,900,000 ("Cash Fund") established for this settlement, plus an award of Class Counsel's litigation costs of up to \$65,000, also to be paid from the Cash Fund. The fees and costs would pay Class Counsel for investigating the facts and law, prosecuting the matter as well as appeals, negotiating the settlement, causing P.C. Richard to change its receipt printing processes and implement a new written policy concerning FACTA, and implementing the settlement. Class Counsel will also ask the Court to approve payment of up to \$5,000, to be paid from the Cash Fund, to Ellen Baskin as an incentive award for her services as the Class Representative. If you want to be represented by your own lawyer, you may hire one at your own expense, but you do not have to.

Questions? Call **1-8XX-XXX-XXXX or visit www.ReceiptSettlement.com**

EXHIBIT "G"

Digital Ad Samples

Search Ads

Class Action Lawsuit | P.C. RICHARD & SON

www.ReceiptSettlement.com

A Class Action Settlement May Affect Your Rights. Baskin, et al v P.C Richard & Son
Superior Court of New Jersey, Ocean County – Law Division Docket No. OCN-L-000911-18

P.C. Richard & Son | Class Action Settlement

www.ReceiptSettlement.com

A Class Action Settlement May Affect Your Rights. Baskin, et al v P.C Richard & Son
Superior Court of New Jersey, Ocean County – Law Division Docket No. OCN-L-000911-18

Mobile

P.C. RICHARD & SON | Class Action Settlement

www.ReceiptSettlement.com

A Class Action Settlement May Affect Your Rights. Baskin, et al v P.C Richard & Son. Superior Court of New Jersey, Ocean County – Law Division Docket No. OCN-L-000911-18. Visit the website to learn more.

Display Ads

P.C. RICHARD & SON

A class action lawsuit may affect your rights.
Visit the Settlement Website to learn more.

Baskin, et al v P.C Richard & Son
Superior Court of New Jersey, Ocean County –
Law Division Docket No. OCN-L-000911-18

LEARN MORE

P.C. RICHARD & SON

If you made a purchase at any P.C. Richard & Son store your rights may be affected

LEARN MORE

CLASS ACTION SETTLEMENT

If you made a purchase at any P.C. Richard & Son store your rights may be affected.

LEARN MORE

EXHIBIT "H"

**SUPERIOR COURT OF NEW JERSEY
OCEAN COUNTY – LAW DIVISION**

ELLEN BASKIN, KATHLEEN O’SHEA and
SANDEEP TRISAL, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

P.C. RICHARD & SON, LLC (d/b/a P.C.
Richard & Son) and P.C. RICHARD & SON,
INC. (d/b/a P.C. Richard & Son),

Defendants.

Docket No. OCN-L-000911-18

Hon. Valter H. Must, J.S.C.

NOTICE OF CLASS ACTION LAWSUIT AND SETTLEMENT
**YOU ARE NOT BEING SUED, BUT READ THIS NOTICE CAREFULLY, YOUR
LEGAL RIGHTS MAY BE AFFECTED**

You may be a part of a pending class action lawsuit against P.C. Richard & Son, LLC and P.C. Richard & Son, Inc. (collectively "P.C. Richard") and your legal rights may be affected by the lawsuit and a proposed Settlement of the lawsuit. Please read the rest of this notice to find out more.

What is this About?

A class action lawsuit is pending against P.C. Richard. The lawsuit alleges that P.C. Richard violated the Fair and Accurate Credit Transactions Act or FACTA, 15 U.S.C. §1681c(g), by printing on customer receipts the customer's credit card or debit card expiration date. P.C. Richard disputes the class action allegations and denies that it violated FACTA. The Court has not yet decided in favor of either the Class or P.C. Richard. Instead, both sides have agreed upon a proposed Settlement of the class action lawsuit to avoid the uncertainty and cost of a trial, and to provide benefits to Class members. P.C. Richard does not admit any violation of FACTA by agreeing to the proposed Settlement.

What is a Class Action?

In a class action, one or more people called Class Representatives sue on behalf of a group of people (referred to as the Class) who have similar claims. One court resolves

the issues for all of the people who are a part of the Class (referred to as Class members), except for those people who exclude themselves from the Class. The Class Representative in this case is Ellen Baskin.

Am I a Class Member?

You are a member of the Class if you used your personal American Express ("AmEx") credit or debit card at any P.C. Richard & Son store within the United States at any time during the period November 12, 2015 through August 18, 2016 and were provided an electronically printed receipt at the point of the sale or transaction, on which receipt was printed the expiration date of your AmEx credit card or debit card.

Why Am I Receiving This Notice?

If you are a member of the Class, your legal rights will be affected by the Settlement unless you exclude yourself from the Class. The Superior Court of New Jersey, Ocean County – Law Division, authorized this notice to inform Class members about this case and proposed Settlement and Class members' options.

What are The Settlement Benefits and What Can I Get From the Settlement?

P.C. Richard will establish a common fund in the amount of \$4,900,000 ("Cash Fund").

If you are a Class member, you may be entitled to an amount up to \$1,000.00.

Please refer to the section below entitled "How Can I Get Payment?" to find out what you need to do to receive a payment.

If the Court approves the proposed Settlement, P.C. Richard shall also implement a written company policy which states that they will not print more than the last five digits of the credit or debit card number or the credit or debit card expiration date upon any printed receipt provided to any customer that uses a credit or debit card to transact business with P.C. Richard.

How Can I Get Payment?

Did you receive written notice with a Claim Number that begins with the letter A?:

If you have already received written notice by postal mail or e-mail which states that you are an Eligible Settlement Class Member and assigns you a Claim Number which begins with the letter A, there is nothing more you need to do in order to obtain a payment, in an amount up to \$1,000.00, if the Settlement becomes final.

Did you receive written notice with a Notice Number that begins with the letter P?:

If you have already received written notice by postal mail or e-mail which contains a Notice Number that begins with the letter P, this means that the records show that you used an AmEx credit or debit card for one or more transactions at P.C. Richard during the period November 12, 2015 through August 18, 2016, but it is unknown whether the AmEx card you used is your personal card or a non-consumer business card.

Therefore, if you received written notice by postal mail or email which contains a Notice Number that begins with the letter P, in order to obtain a payment, in an amount up to \$1,000.00, you must submit a Short-Form Claim Form attesting that at least one transaction shown in the records was made with your personal AmEx credit or debit card. Once you timely submit your Short-Form Claim Form and it is approved you will become an Eligible Settlement Class Member.

If you are mailing the Short-Form Claim Form, your completed form must be mailed to the following address **postmarked no later than [DATE]**:

Atticus Administration LLC
P.O. BOX 64053
St. Paul, MN 55164

You may also send your completed Short-Form Claim Form by facsimile to the following facsimile number 1-???-??-????, **by no later than 11:59 p.m. Eastern Time on [DATE]**.

You may also submit your Short-Form Claim Form by completing and submitting an electronic version of the Short-Form Claim Form on the internet at www.ReceiptSettlement.com, **by no later than 11:59 p.m. Eastern Time on [DATE]**.

If you have NOT received written notice by postal mail or e-mail with a Claim Number or Notice Number, then you must submit a Claim Form-R in order to obtain payment: If you have NOT received written notice by postal mail or e-mail with a Claim Number or Notice Number, then, to become an Eligible Settlement Class Member and obtain a payment, in an amount up to \$1,000.00, you must complete and return a valid Claim Form-R. The Claim Form-R requires you to provide proof in either one of the following two ways:

Option (1): You may attach an original or a copy of your customer receipt that contains the expiration date of your American Express ("AmEx") credit or debit card and shows that you made a transaction at any P.C. Richard store at any time during the period November 12, 2015 through August 18, 2016. You must also state that you used your own personal AmEx card for the transaction.

OR

Option (2): You may attach an original or a copy of your AmEx credit or debit card statement showing that you made a transaction at any P.C. Richard store at any time during the period November 12, 2015 through August 18, 2016. You must also state that you used your own personal AmEx card for the transaction. Before providing your statement or copy of your statement, please redact (meaning you may white-out or mark-over) information contained in your credit or debit card statement to prevent it from showing things like your account numbers, your other purchases, etc. The only information that is required to show on your statement for purposes of making a claim under this Settlement is your name, address, and all of the details of your transaction from any P.C. Richard store, including the date and amount of your purchase.

You may make only one claim regardless of whether you have made one or more than one eligible credit or debit card transaction. Accordingly, if you had more than one eligible transaction you only need to provide proof of either one receipt or one statement showing that you made one credit or debit card transaction using your personal AmEx card at any P.C. Richard store at any time during the period November 12, 2015 through August 18, 2016.

Although you may submit either the original or a copy of either your receipt or card statement, if you decide to send an original, it is encouraged that you make and keep a copy for yourself. We will not be responsible for original documents that are lost.

If you are mailing the Claim Form-R, your completed form (together with the required documentation) must be mailed to the following address **postmarked no later than [DATE]**:

Atticus Administration LLC
P.O. BOX 64053
St. Paul, MN 55164

You may also send your Claim Form-R (together with the required documentation) by facsimile to the following facsimile number 1-???-???-????, **by no later than 11:59 p.m. Eastern Time on [DATE]**.

You may also submit your claim by completing and submitting an electronic version of the Claim Form-R (and uploading and submitting the required documentation) on the internet at www.ReceiptSettlement.com, **by no later than 11:59 p.m. Eastern Time on [DATE]**.

Please visit www.ReceiptSettlement.com to get a copy of the Claim Form-R or to complete and submit the Claim Form-R on the internet.

If the Court approves the proposed Settlement and the decision becomes final, payments will be distributed no later than 90 days after the Settlement Date. Please be patient.

**If I Received a Claim Number That Begins With the Letter A,
or I Submit a Valid and Timely Claim,
What Will be the Amount of My Payment?**

P.C. Richard will establish a common fund in the amount of \$4,900,000 ("Cash Fund"). After subtracting from the Cash Fund Class Counsel's attorneys' fees and costs, an incentive (service) award payment to the Class Representative, and Administration Costs (which include notice and other costs), the remaining amount ("Net Cash Fund") will be divided by the total number of Eligible Settlement Class Members to determine each Eligible Settlement Class Member's pro-rata share ("Pro-Rata Share"). For purposes of determining the Pro-Rata Share, each Eligible Settlement Class Member will be counted once, and may not receive more than the Pro-Rata Share, regardless of whether they made one or more than one transaction during the Settlement Class Period.

The Settlement Class Period is the time during the period November 12, 2015 through August 18, 2016. An Eligible Settlement Class Member's Pro-Rata Share shall not under any circumstances exceed \$1,000. Each Eligible Settlement Class Member will be mailed a check in the amount of the Pro-Rata Share, to be paid from the Net Cash Fund. All settlement checks will have an expiration date stated on them that will be calculated as 180 days from the date the check is issued.

If any residual funds from the Net Cash Fund remain due to uncashed settlement checks or for any other reason, any and all such residual funds (including any funds remaining from un-cashed checks) will be distributed *cy pres* to the following 501(c)(3) charity: Electronic Privacy Information Center (<https://epic.org/about/non-profit/>).

What Am I Giving Up to Receive Settlement Benefits?

Unless you exclude yourself, you are a Class member, and that means you will be legally bound by all orders and judgments of the Court, and you will not be able to sue, or continue to sue P.C. Richard or any of the other persons or entities referenced in the "Release by the Settlement Class" paragraph below, about the issues in this case. You will not be responsible for any out-of-pocket costs or attorneys' fees concerning this case if you stay in the Class.

Staying in the Class also means that you agree to the following release of claims, which describes exactly the legal claims that you give up:

Release by the Settlement Class. As of the Settlement Date, and except as to such rights or claims created by the settlement, Baskin and each Settlement Class member who does not timely opt-out of the settlement forever discharge and release P.C. Richard & Son, LLC and P.C. Richard & Son, Inc. as well as each of their insurers, predecessors, successors, corporate affiliates, corporate parents and corporate subsidiaries, and all of their respective officers, shareholders, directors, managers, members, partners, employees, attorneys, and agents, from any and all suits, claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees,

damages, actions or causes of action, in law or equity, of whatever kind or nature, direct or indirect, known or unknown, arising out of the facts alleged in Plaintiff's Complaint concerning customer receipts printed at P.C. Richard stores from November 12, 2015 through August 18, 2016, or that could have been alleged in Plaintiff's Complaint concerning customer receipts printed at P.C. Richard stores from November 12, 2015 through August 18, 2016.

Can I Exclude Myself From the Settlement and What Will That Mean For Me?

Yes. If you don't want to receive benefits from this Settlement, but you want to keep the right to sue P.C. Richard or any of the other persons or entities referenced in the "Release by the Settlement Class" paragraph above, about the issues in this case, then you must take steps to exclude yourself from the Settlement. To exclude yourself from the Settlement you must include your name, address, telephone number, and your signature on correspondence requesting that you be excluded as a Class member from *Baskin, et al. v. P.C. Richard & Son, LLC, et al.*, Docket No. OCN-L-000911-18. To be effective, you must mail your request for exclusion, **postmarked no later than [Opt-Out Deadline]**, to the Settlement Administrator at the following address:

Atticus Administration LLC
P.O. BOX 64053
St. Paul, MN 55164

If you request to be excluded from the Settlement, then: (a) you will not be a part of the Settlement; (b) you will have no right to receive any benefits under the Settlement; (c) you will not be bound by the terms of the Settlement; and (d) you will not have any right to object to the terms of the Settlement or be heard at the fairness (final approval) hearing.

If I Don't Exclude Myself, Can I Sue for the Same Thing Later?

No. Unless you exclude yourself from the Settlement, you give up the right to sue P.C. Richard and the other persons and entities referenced in the "Release by the Settlement Class" paragraph above, for the claims that this Settlement resolves. If you have a pending lawsuit against P.C. Richard or any of the other persons or entities referenced in the "Release by the Settlement Class" paragraph above, for any of the claims that this Settlement resolves, speak to your lawyer in your case immediately. You must exclude yourself from this Settlement to continue your own lawsuit. Remember, the exclusion deadline is **[Opt-Out Deadline]**.

What if I Don't Like the Settlement?

If you are a Class member, you can object to the Settlement if you do not like any part of it. You must give reasons why you think the Court should not approve it. You can also object to the Class Representative's service (or incentive) award. You can also object to Class Counsel's attorney's fees and costs. The Court will consider your views. To object, you must send a letter saying that you object to the proposed settlement of *Baskin, et al. v. P.C. Richard & Son, LLC, et al.*, Docket No. OCN-L-000911-18. Your letter must include all of the following:

A. A reference at the beginning to this matter, *Baskin, et al. v. P.C. Richard & Son, LLC, et al.*, Docket No. OCN-L-000911-18.

B. Your full name, address, and telephone number.

C. Proof of Settlement Class membership consisting of the original or a copy of either: (1) a valid Claim Number assigned to you in this matter that begins with the letter A; (2) a valid Notice Number assigned to you in this matter that begins with the letter P together with proof that that you used your personal American Express ("AmEx") credit or debit card for one or more of the subject transactions at P.C. Richard during the period November 12, 2015 through August 18, 2016; or (3) your customer receipt that contains the expiration date of your credit or debit card and shows that you made a transaction at any P.C. Richard store at any time during the period November 12, 2015 through August 18, 2016, together with proof that that you used your personal AmEx credit or debit card for one or more of the subject transactions.

D. A written statement of all grounds for your objection, accompanied by any legal support for such objection.

E. Copies of any papers, briefs, or other documents upon which your objection is based.

F. A statement of whether you intend to appear at the fairness hearing. If you intend to appear at the fairness hearing through counsel, the objection must also state the identity of all attorneys representing you who will appear at the fairness hearing.

G. Regarding any counsel who represents you or has a financial interest in the objection: (1) a list of cases in which the such counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years, and (2) a copy of any orders concerning a ruling upon counsel's or the firm's prior objections that were issued by the trial and/or appellate courts in each listed case.

H. A statement by you under oath that: (1) you have read the objection in its entirety, (2) you are member of the Settlement Class, (3) states the number of times in which you have objected to a class action settlement within the five years preceding the date that you file your objection, (4) identifies the caption of each case in which you have

made such objection, and (5) attaches any orders concerning a ruling upon your prior such objections that were issued by the trial and/or appellate courts in each listed case.

You must mail your objection to the Settlement Administrator at the following address:

Atticus Administration LLC
P.O. BOX 64053
St. Paul, MN 55164

Any and all objections must be postmarked no later than **[objection deadline]**.

What's the Difference Between Objecting to the Settlement And Excluding Yourself From the Settlement?

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

What Happens if I Do Nothing At All?

If you do nothing, you will remain in the Class and be bound by the terms of the Settlement and all of the Court's orders and judgment. This also means that if the proposed Settlement is approved by the Court, you agree to the release of claims set forth under the heading "What Am I Giving Up to Receive Settlement Benefits?" above, which describes exactly the legal claims that you give up. You will not be responsible for any out-of-pocket costs or attorneys' fees concerning this lawsuit if you remain in the Class.

Do I Have a Lawyer in the Case?

The Court appointed lawyers to represent you and other Class members. These lawyers are called Class Counsel. Class Counsel are Chant Yedalian of Chant & Company A Professional Law Corporation, Bruce D. Greenberg of Lite DePalma Greenberg & Afanador, LLC, and Charles J. LaDuca and Peter Gil-Montllor of Cuneo Gilbert & Laduca, LLP. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

How Will Class Counsel and the Class Representative Be Paid?

Class Counsel will ask the Court to approve payment of up to 33 $\frac{1}{3}$ % of the Cash Fund (\$1,633,333.33) for attorneys' fees, to be paid from the Cash Fund, plus an award of Class Counsel's litigation costs of up to \$65,000, also to be paid from the Cash Fund. The fees and costs would pay Class Counsel for investigating the facts and law,

prosecuting the matter as well as appeals, negotiating the Settlement, causing P.C. Richard to change its receipt printing processes and implement a new written policy concerning FACTA, and implementing the Settlement. Class Counsel will also ask the Court to approve payment of up to \$5,000, to be paid from the Cash Fund, to Ellen Baskin for her services as the Class Representative.

When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a fairness hearing at [time] on [date], at 100 Hooper Avenue, Courtroom #6, 1st Floor, Toms River, New Jersey 08754, before Judge Valter H. Must. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether the Class Representative and Class Counsel have fairly, adequately, reasonably and competently represented and protected the interests of the Class. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the Settlement, including fees and costs to Class Counsel and service payment to the Class Representative. Class Counsel does not know how long these decisions will take. The date and time of the fairness hearing may be changed without further notice. For updates on dates and times, call the Settlement Administrator at 1-???-???-???? or visit the website www.ReceiptSettlement.com.

Do I Have to Come to the Fairness Hearing?

No. Class Counsel will answer any questions that the Court may have. But you are welcome to come to the hearing. You may also pay your own lawyer to attend, but it's not necessary.

May I Speak at the Fairness Hearing?

Yes. If you would like to speak at the fairness hearing, you may do so as long as you have not excluded yourself from the Class.

You cannot speak at the fairness hearing if you exclude yourself from the Class.

Are There More Details About the Settlement and How Do I Get More Information?

This notice summarizes the proposed Settlement. More details are contained in a Settlement agreement that you may obtain through the Settlement Administrator. For more information, you may: (1) visit the website www.ReceiptSettlement.com; (2) write the Settlement Administrator at the following address: [insert]; or (3) call the Settlement Administrator at 1-???-???-?????. You may also view the Court file at 100 Hooper Avenue, Toms River, New Jersey 08754.