

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

ERIKA VASQUEZ,
individually and on behalf of a class, Plaintiff,

v.

BARGAINS IN A BOX, INC., Defendant.

)
)
)
)
)
)

13 C 3964

Judge Gettleman

TO: All persons who used either a credit card or debit card at Bargains in a Box located at 1810 5th Ave., River Grove, Illinois, from August 1, 2012 through May 30, 2013.

A Federal court authorized this notice. This is not a solicitation from a lawyer.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT THE ATTACHED CLAIM FORM BELOW

Submit the claim form below and you will be entitled to a share of the class settlement fund up to \$100 and if the amount of claims exceeds the class settlement fund, you are entitled to *pro rata* share of the class settlement fund which will cause the amounts to vary depending on how many claims are received.

DO NOTHING BUT STAY IN THE SETTLEMENT

By doing nothing, you will remain in the settlement class and you will not be entitled to receive anything.

EXCLUDE YOURSELF

You will receive no benefits, but you will not be giving up your legal claims against the defendant.

OBJECT

Write to the Court about why you don't like the settlement. You may also appear at the fairness hearing.

GO TO A HEARING

Ask to speak in Court about the fairness of the settlement.

These rights and options and the deadlines to exercise them are explained below.

1. Why is this notice being made?

Defendant has agreed to settle this lawsuit on a class basis. Pursuant to the Court's order preliminarily approving the parties' class settlement agreement you are receiving notice of the settlement, which contains an explanation of your rights under the terms of the settlement, and information on how to submit a claim for a share of the settlement.

2. What is this lawsuit about?

Plaintiff filed the above Lawsuit, as amended, on behalf of herself and a Class in the United States District Court for the Northern District of Illinois, Eastern Division (the "Lawsuit"), against Defendant alleging willful violations of the Fair and Accurate Credit Transactions Act ("FACTA") amendment to the Fair Credit Reporting Act ("FCRA"). Specifically, Plaintiff claims that Defendant willfully violated 15 U.S.C. §1681c(g) in that Plaintiff received from Defendant a printed electronically-generated receipt at the point of sales or transaction which displayed Plaintiff's credit card's expiration date. Plaintiff sought to recover for herself and for each person who was provided a printed non-FACTA compliant receipt from Defendant's place of business located at 1810 5th Ave., River Grove, Illinois, statutory damages in an amount of \$100 to \$1,000 per willful violation. Plaintiff did not seek any actual damages for herself or for the Class. Defendant denies that it willfully violated the FACTA, and it denies that Plaintiff and the Class Members are entitled to any damages. Defendant denies that a class should be certified under the Federal Rules of Civil Procedure.

3. Why is this a class action?

In a class action a person called the Class Representative (in this case, Erika Vasquez) sued on behalf of a group (or a "Class") of people who have similar claims.

4. Why is there a settlement?

In order to avoid the cost, risk, delay of litigation, and uncertainty of trial, the parties agreed to a settlement.

5. How do I know if I am a part of the settlement?

The Court decided that everyone falling under the following definition was a Class Member. You have been identified as a member of the following Class:

All persons who used either a credit card or debit card at **Bargains in a Box, Inc. at 1810 5th Ave., River Grove, Illinois, from August 1, 2012 through May 30, 2013**, where Defendant provided that person an electronically printed receipt at the point of sale or transaction that displayed the expiration date of that person's credit card or debit card.

6. What can I get from the settlement?

Under the settlement agreement, class members may make a claim from the cash settlement fund of \$50,000, which includes all costs of administration. The settlement amount to the class will be subject to a *pro-rata* distribution. No class member shall receive more than \$100.

7. When will I receive these benefits?

You will receive these benefits approximately 60 days after the settlement has been finally approved by the Court. This 60 day estimation is based on the premise that no appeals to the approval of the settlement are made.

8. I want to be a part of the settlement and receive these benefits. What do I do?

To receive the benefits of the class settlement you need to complete a claim form and return it to the claims administrator. If you do nothing you will remain a member of the Class but you will not get any of the benefits of the settlement fund.

9. What am I giving up to receive these benefits?

By staying in the class, all of the Court's orders will apply to you, and you give Defendant, its associated businesses, its insurance company and its owners a "release." A release means you can't sue or be part of any other lawsuit against Defendant about the Fair Credit Reporting Act claims raised in these lawsuits. This includes suing the Defendant for any actual damages that you believe you incurred that arise out of the claims raised in the lawsuit.

10. How much will the Class Representative receive?

The defendant has agreed to pay \$10,000.00 (ten thousand dollars) to Plaintiff for Plaintiff's statutory damages and as an incentive for being the class representative and for her time representing the interests of the Class in this lawsuit. In this case Plaintiff did not accept an individual offer of \$10,000 which if accepted would have ended this case. This amount is subject to the Court's Approval.

11. Reversion of Unclaimed Funds?

As apart of this agreement any unclaimed settlement funds will be returned to Defendant.

11. How do I exclude myself from the settlement?

If you don't want to receive the benefits of the settlement, but you want to keep your legal claims against the defendant, then you must take steps to exclude yourself from the settlement. To exclude yourself from the settlement, you must send a letter by mail stating that you want to be excluded from *Vasquez v. Bargains in a Box, Inc., 13 C 3964 (N.D. Ill.)* Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request so that it is postmarked **no later than February 24, 2014**, and sent to the following address:

Clerk of the Court
Everett McKinley Dirksen
United States Courthouse
219 South Dearborn St., 20th Floor
Chicago, Illinois 60604

You can send a copy of your request for exclusion to:

Curtis C. Warner
WARNER LAW FIRM, LLC
1400 E. Touhy Ave., Ste. 260
Des Plaines, IL 60018

Be sure to include the name and number of the case.

12. If I exclude myself, do I still receive benefits from this settlement?

No, you will not receive anything resulting from the settlement of this case, but you may have the right to sue the defendant over the claims raised in this case, on your own.

13. Do I have a lawyer in this case?

The Court has named Warner Law Firm, LLC as Class Counsel. You will not be charged by the firm. The firm will petition the Court for attorneys' fees from the settlement fund after the payment of monies to Plaintiff and payment of the costs of notice and administration. If you want to be represented by your own lawyer, you may hire one at your own expense. If you choose to hire your own lawyer, he or she must file an appearance by **February 24, 2014**.

14. How will the lawyers be paid?

Class Counsel will ask the Court as attorney's fees and expenses in the amount of 1/3 of the settlement fund, \$16,666 or Class Counsel's lodestar amount, which ever is greater. The amount of attorney's fees and costs are subject to court approval

15. Is this a fair settlement?

This settlement amount and structure was reached after negotiations between the parties. Class Counsel believes that this settlement is fair and reasonable as approximately \$100, the minimum amount of damages available under the Act, has been made available for each class member.

Based on other FACTA settlements, Plaintiff's counsel does not anticipate a pro rata distribution to claiming class members. Plaintiff's counsel and the Court have been able to review Defendant's profit statement for 2012 and 2013. Defendant is not admitting that it has done anything wrong. Defendant expressly denies the claims asserted by the Plaintiff and denies all allegations of wrongdoing, liability, and class certification. Given Defendant's representations as to the cause of the receipts allegedly becoming non-FACTA compliant and the risks of litigation moving forward, Class Counsel believes that the structure of the settlement is fair and reasonable to end this litigation at this juncture before the expenditure of additional attorneys fees and costs.

17. How do I tell the Court that I don't like the Settlement?

If you are a Class Member, you can object to the settlement. In order to object to the settlement or any part of the settlement, you must send a letter (or legal brief) stating that you object and the reasons why you think the Court should not approve the settlement. You must include the name and number of the case: *Vasquez v. Bargains in a Box, Inc.*, 13 C 3964 (N.D. Ill.) your name, address, telephone number and your signature. If you are objecting to the settlement, you may also appear at the fairness hearing (explained below in answer to question no. 18). You must also file a claim in order to have standing to object. If your objection is overruled you will receive the same amount as each claiming class member.

You must mail your objection so that it is postmarked no later than **February 24, 2014** to:

Clerk of the Court
United States District Court for the Northern District of Illinois
Everett McKinley Dirksen
United States Courthouse
219 South Dearborn St., 20th Floor
Chicago, Illinois 60604

You may also send a copy of your objection to:

Class Counsel
Curtis C. Warner
WARNER LAW FIRM, LLC
1400 E. Touhy Ave., Ste. 260
Des Plaines, IL 60018

Be sure to include the name and number of the case.

18. Where and when is the fairness hearing?

The Court will hold a hearing to decide whether to approve the settlement. You may attend if you wish, but you are not required to do so. The Court will hold a fairness hearing on **March 27, 2014 at 9:00 a.m.** in the courtroom of the Honorable Robert W. Gettleman, Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Court Room 1703, Chicago, IL 60604. The purpose of the hearing will be for the Court to determine whether the proposed settlement is fair, reasonable and adequate and in the best interests of the class and to determine the appropriate amount of compensation for the Class Counsel. At that hearing the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement.

The hearing may be postponed to a later date without notice.

YOU ARE NOT REQUIRED TO ATTEND THIS HEARING.

19. How do I get more information?

You can call Curtis C. Warner, Warner Law Firm, LLC, the attorney and law firm representing the class, at (847) 701-5290, if you have any questions. You can also send an email to: cwarner@warnerlawllc.com.

DO NOT CONTACT THE COURT REGARDING THIS NOTICE.