

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

MICHAEL O'HARA, LINDA TODD,
DRAMETTA TODD, MARCUS BOYD,
DONNA SANDERS, MARQUITA
SANDERS, WILLIE ALBERT TODD,
AND WILLIE RUTH TODD, individually
and on behalf of all those similarly situated,

Plaintiffs,

vs.

MEDIEVAL TIMES USA, INC.; DOES 1
through 20,

Defendants.

Civil Action No.: 3:10-cv-00751
(MLC)(TJB)

NOTICE OF CLASS ACTION SETTLEMENT

TO: All persons who used either a credit card or debit card at any Medieval Times Castle and were provided an electronically-printed receipt at the point of sales or transaction that displayed the expiration date or more than the last five digits of that person's credit card or debit card, during the time period beginning on June 4, 2008, and ending on February 3, 2010.

*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 AND SUPPORTING DOCUMENTS	By submitting a properly-completed claim form and supporting documentation, you will be entitled to a share of the class settlement fund as described herein. If the number of claims exceeds the class settlement fund, you will be entitled to <i>pro rata</i> share of the class settlement fund. The claim form is contained at the end of this document.
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 Medieval Times.
OBJECT	If you would like to object to the settlement, you would do so by writing to the Court about why you do not like the settlement. You may also appear at the fairness hearing.
GO TO A HEARING	You may 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?

Plaintiffs Michael O'Hara, Linda Todd, Drametta Todd, Marcus Boyd, Donna Sanders, Marquita Sanders, Willie Albert Todd and Willie Ruth Todd (collectively "Plaintiffs") filed class action lawsuits in Illinois and New Jersey alleging that defendant, Medieval Times USA, Inc. ("Defendant" or "Medieval Times"), violated the Fair Credit Reporting Act by issuing electronically printed receipts that displayed the person's credit or debit card's expiration date or more than the last five digits of that person's credit card or debit card. The Plaintiffs brought their claim on behalf of themselves and others similarly situated who received a similar receipt (the "Class Members"). The Class Members include all persons who used a credit card or debit card at any Medieval Times Castle and were provided an electronically-printed receipt at the point of sales or transaction that displayed the expiration date or more than the last five digits of that person's credit card or debit card, during the time period beginning on June 4, 2008 and ending on February 3, 2010. Defendant has Castles located at 7662 Beach Blvd, Buena Park, California 90620; 2021 N. Stemmons, Dallas, Texas 75207; 2001 N. Roselle Road, Schaumburg, Illinois 60195; 5900 Sugarloaf Pkwy, Lawrenceville, Georgia 30043; 4510 W. Irlo Bronson Hwy., Kissimmee, Florida 34746; 7000 Arundel Mills Circle, Hanover, Maryland 21076; 2904 Fantasy Way Myrtle Beach, South Carolina 29579; and 149 Polito Ave, Lyndhurst, New Jersey 07071 (collectively "Defendant's Castles").

2. What is this lawsuit about?

Plaintiffs alleged that Defendant violated the Fair Credit Reporting Act when persons who used either a credit card or debit card at any of Defendant's Castles were provided an electronically-printed receipt at the point of sales or transaction that displayed the expiration date or more than the last five digits of that person's credit card or debit card, during the time period beginning on June 4, 2008 and ending on February 3, 2010. Plaintiffs alleged that Defendant's conduct did not comport with the Fair Credit Reporting Act's truncation requirement that no more than the last five digits of the account number are to be printed or that no expiration dates are to be printed on the credit or debit card receipts. Defendant denies that it is liable and denies that a class should be certified. The settlement of the lawsuits should not be construed as an admission or concession of liability or wrongdoing whatsoever or breach of any duty on the part of Medieval Times.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case, Michael O'Hara, Linda Todd, Drametta Todd, Marcus Boyd, Donna Sanders, Marquita Sanders, Willie Albert Todd and Willie Ruth Todd) sue 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:

All persons who used either a credit card or debit card at any of Defendant's Castles and were provided an electronically-printed receipt at the point of sales or transaction that displayed the expiration date or more than the last five digits of that person's credit card or debit card, during the time period beginning on June 4, 2008, and ending on February 3, 2010.

YOUR BENEFITS UNDER THE SETTLEMENT

6. What can I get from the settlement?

Under the Settlement Agreement, Class Members may fall into one of three categories providing benefits to Class Members upon the submission and approval of claim forms, as described herein. Any claim for money under the Cash Fund of \$525,000 will be first subject to and will be honored after the payment of costs for notice and administration of the settlement and any Court-approved amount to Plaintiffs. Plaintiffs will be petitioning the Court for an award of \$2,500 for each Class Representative as their total damages and as an incentive for serving as the Class Representatives. The settlement fund to the class will also be subject to a *pro-rata* distribution of the settlement fund based upon all timely and proper claims. After payment of costs for notice and administration of the settlement, and the distribution of the cash settlement fund to Plaintiffs and the Class Members, the remaining monies in the cash settlement fund, if any, will be available for any award of attorney's fees and costs to Class Counsel. After these deductions, fifty percent (50%) of the remaining monies in the settlement cash fund and any unclaimed cash funds will be awarded to a national charitable organization approved by the Court. The remaining fifty percent (50%) of the monies in the settlement cash fund will revert back to Defendant.

Defendant will also provide 25,000 Weekday Tickets, each with a face value of \$59.95. The total face value of the 25,000 Weekday Tickets is one million four hundred ninety eight thousand seven hundred fifty dollars (\$1,498,750). The Weekday Ticket is a ticket that is valid at any of Defendant's Castles only for admission Monday through Thursday, excluding holidays and Valentine's Day, and to be redeemed within one (1) year of receipt.

You can participate in the settlement in one of three ways:

CATEGORY 1: Each person submitting a Non-FACTA Compliant Receipt (which means an electronically-printed receipt provided at the point of sales or transaction to a person using a credit card or debit card at any of Defendant's Castles, which displayed the expiration date or more than the last five digits of that person's credit card or debit card, during the time period beginning on June 4, 2008, and ending on February 3, 2010) issued to him or her and dated June 4, 2008 through and including February 3, 2010 will receive \$100 out of the Cash Fund. This amount is subject to reduction, *pro rata*, if the Cash Fund is not sufficient to satisfy all claims at \$100.

CATEGORY 2: Each person submitting a credit or debit card statement from a bank or credit card issuer proving to the satisfaction of the Administrator that he or she made a purchase with a credit or debit card at a gift shop in any of Defendants' Castles from January 25, 2010 through and including February 3, 2010 will receive \$100 out of the Cash Fund. This amount is subject to reduction, *pro rata*, if the Cash Fund is not sufficient to satisfy all claims at \$100.

CATEGORY 3: Each person submitting a credit card or debit card statement from a bank or credit card issuer proving to the satisfaction of the Administrator that he or she made a purchase with a credit or debit card at a gift shop in any of Defendants' Castles from June 4,

2008 through and including January 24, 2010, and who are not covered by Category 1 or Category 2, will receive one Weekday Ticket, until a maximum of 25,000 total Weekday Tickets have been distributed. If more than 25,000 valid Category 3 claims are made, the Weekday Tickets will be distributed to the first 25,000 valid claims made.

If fewer than 25,000 Weekday Tickets are distributed to Category 3 claimants, Medieval Times shall provide one Weekday Ticket to each person making a purchase of \$25 or more with a credit or debit card at a gift shop in any of Defendants' Castles, until all 25,000 Weekday Tickets have been distributed.

7. When will I receive these benefits?

You will receive these benefits within twenty-eight (28) days after the Effective Date of the Settlement, which is: (a) thirty-five (35) days after the entry date of the Final Order and Judgment approving this Settlement Agreement as fair, reasonable and adequate to the Class; or (2) if an appeal has been sought, the expiration of five (5) days after the disposition of any such appeal from the Final Order and Judgment, which disposition approves the Final Order and Judgment and allows for consummation of the Settlement in accordance with the terms and provisions of this Settlement Agreement, whichever date is later. If an appeal is filed, it will take longer to receive your benefits.

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 the claim form at the end of this document, submit the supporting documentation and return the completed claim form and documents to the 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 a "release." A release means you cannot sue or be part of any other lawsuit against Defendant regarding the Fair Credit Reporting Act claims raised in these lawsuits. This includes, but is not limited to, suing the Defendant for any actual damages that you believe you have incurred that arise out of the claims raised in the lawsuits.

10. How much will the Class Representative receive?

The Defendant has agreed to pay two thousand five hundred dollars (\$2,500.00) to each of the Class Representatives for their damages related to their Non-FACTA Compliant Receipts received from Defendant and as an incentive for being the class representatives for their time participating in discovery and the settlement of the lawsuits. This amount is subject to Court Approval.

EXCLUDING YOURSELF 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.

11. How do I exclude myself from the settlement?

To exclude yourself from the settlement, you must send a letter by mail stating that you want to be excluded from the action in the United States District Court for the District of New Jersey captioned *O'Hara, et al. v. Medieval Times USA, Inc.*, No. 3:10-cv-751 (MLC)(TJB). Be sure to include your name, address, telephone number, and your original signature. You must mail your exclusion request so that it is postmarked **no later than _____, 2011**, and sent to the following address:

The Administrator
[ADDRESS TO BE INSERTED]

You must also mail a copy of your request for exclusion to each of the following:

Class Counsel:

Curtis C. Warner
WARNER LAW FIRM, LLC
155 N. Michigan Ave. Ste. 560
Chicago, Illinois 60601

Bruce Nagel
Robert Solomon
NAGEL RICE, LLP
103 Eisenhower Parkway, Suite 103
Roseland, New Jersey 07068

Defendant's Counsel:

Steven B. Varick
Bradley Bulthuis
HOLLAND & KNIGHT LLP
131 South Dearborn St. 30th Floor
Chicago, Illinois 60603

Michael R. McDonald
Jennifer Marino Thibodaux
GIBBONS P.C.
One Gateway Center
Newark, New Jersey 07102

Be sure to include the name and number of the case, as referenced above.

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 regarding the claims raised in the lawsuits, on your own.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court has named the law firms of the Nagel Rice, LLP and Warner Law Firm, LLC as Class Counsel. You will not be charged by the firms. Class Counsel will petition the Court for attorney's fees and costs from the monies remaining in the cash settlement fund, after payment of costs for notice and administration of the settlement and the distribution of the cash settlement fund to Plaintiffs and the Class Members.

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 _____, 2011.

14. How will the lawyers be paid?

Class Counsel expect to ask the Court for attorney's fees and expenses in the lesser amount of 20% of the total value of the settlement (\$404,750) or the cash monies remaining from the settlement after payments to Class Members, to Class Representatives and for administrative costs. The potential total value of the settlement is \$2,023,750.

CLASS COUNSEL'S VIEWS ABOUT THE SETTLEMENT

15. Is this a fair settlement?

This settlement was reached after extensive mediation and months of negotiations. The cash fund settlement amount of \$525,000 and the Weekday Ticket Fund was established before any discussions commenced regarding attorney's fees and costs and the monies being paid to the class representatives.

Class Counsel believes that this settlement is fair and reasonable. The settlement, subject to a *pro rata* or reduced distribution depending on the number of claims that are filed, will provide persons in Category 1 \$100. Persons in Category 2 will receive \$100. Persons in Category 3 will receive a free Weekday Ticket, as defined in the Agreement, with a face value of \$59.95. Given the evidence of the limited extent of Defendant's technical non-compliance with the law, the difficulty with proving a willful violation of the statute, and the risks of litigation, Class Counsel believes that the structure and amount of the settlement is fair and reasonable.

16. What is the Defendant's view of this settlement?

As stated above, by settling this lawsuit, Defendant is not admitting that it has done anything wrong. Defendant expressly denies the claims asserted by the Plaintiffs and denies all allegations of wrongdoing, liability, and class certification.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

17. How do I tell the Court that I do not 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: *O'Hara, et al. v. Medieval Times USA, Inc.*, No. 3:10-cv-751 (MLC)(TJB) (D. N.J.), and 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 mail your objection so that it is postmarked no later than _____, **2011** to:

Clerk of the Court
United States District Court for the District of New Jersey
Clarkson S. Fisher Building & U.S. Courthouse
Room 2020
402 East State Street
Trenton, NJ 08608

You must also send a copy of your objection to each of the following:

Class Counsel:

Curtis C. Warner
WARNER LAW FIRM, LLC
155 N. Michigan Ave. Ste. 560
Chicago, Illinois 60601

Bruce Nagel
Robert Solomon
NAGEL RICE, LLP
103 Eisenhower Parkway, Suite 103
Roseland, New Jersey 07068

Defendant's Counsel:

Steven B. Varick
Bradley Bulthuis
HOLLAND & KNIGHT LLP
131 South Dearborn St. 30th Floor
Chicago, Illinois 60603

Michael R. McDonald
Jennifer Marino Thibodaux
GIBBONS P.C.
One Gateway Center
Newark, New Jersey 07102

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

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.

18. When and where is the fairness hearing?

The Court will hold a fairness hearing on _____, 2011 at __:00 a.m. in the courtroom of the Honorable Mary L. Cooper, U.S.D.J., Clarkson S. Fisher Building & U.S. Courthouse, 402 East State Street, Court Room 5W, Trenton NJ 07101. 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.

GETTING MORE INFORMATION

19. How do I get more information?

You can call the Administrator for the Settlement at _____. You may also go the following website for information and important documents and forms: _____. You may also call Class Counsel (the attorneys representing the class), Curtis C. Warner, Warner Law Firm, LLC, toll-free at (866) 588-8072, or Robert H. Solomon, Nagel Rice, LLP at (973) 618-0400. You can also send an email to Curtis C. Warner at cwarner@warnerlawllc.com or Robert H. Solomon at rsolomon@nagelrice.com.

DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

[ATTACH CLAIM FORM]