

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into by and between David Ulery (“Plaintiff” or “Mr. Ulery”), on behalf of himself and the Settlement Class (as hereinafter defined), and Defendant DFS Group, L.P. (“Defendant” or “DFS”). Each of Plaintiff and Defendant is referred to herein as a “Party”; collectively, they are the “Parties.”

The Parties intend this Agreement to fully, finally, and forever resolve, discharge, and settle this Litigation and the Released Claims (both as defined below), based upon and subject to the terms of this Agreement and subject to the preliminary and final approval of the Court.

As provided herein, this Agreement fully and finally compromises and settles any and all claims for any alleged violation of the Fair and Accurate Credit Transactions Act, 15 U.S.C. §§ 1681 et seq., (“FACTA”), and any and all claims that were or could have been asserted based on the facts alleged in the lawsuit styled *Ulery v. DFS Group, L.P.*, Case No. 22STCV18223 (the “**California Action**”) and in the lawsuit styled *Ulery v. DFS Group, L.P.*, Case No. 2023CH03252 (the “**Illinois Action**,” and together with the California Action, the “**Litigation**”).

RECITALS

WHEREAS, on June 3, 2022, Mr. Ulery, individually and on behalf of a putative class, filed a complaint in the Los Angeles County Superior Court, alleging Defendant willfully violated FACTA by printing receipts in point-of-sale credit and debit card transactions that disclosed more than the last five digits of the cardholder’s card account number, and that this disclosure harmed him and putative class members by, among other things, subjecting them to an increased risk of identity theft, and imposing upon them the burden of safeguarding or destroying the receipts to prevent further disclosure;

WHEREAS, Mr. Ulery alleged that he and other similarly situated individuals are entitled to statutory and punitive damages, attorneys’ fees, and costs as a result;

WHEREAS, Defendant filed an Answer consisting of a general denial along with thirty-two affirmative defenses alleging, among other things, that Plaintiff suffered no legally cognizable damages, and that the alleged claims of Plaintiff and the putative class members are barred, in whole or in part, because Plaintiff and the putative class members lack standing;

WHEREAS, Defendant disclosed certain information about the putative class and the underlying facts, including the number of potentially affected transactions, the circumstances that caused the alleged FACTA violations to occur, and the third parties involved in the same;

WHEREAS the Parties attended a mediation via Zoom Video Conference conducted by Mr. Rodney Max, a highly regarded professional mediator, on February 20, 2023;

WHEREAS, before and during the mediation, the Parties engaged in substantial arms-length negotiations to resolve the Litigation with a view by Plaintiff's counsel toward achieving substantial benefits for a settlement class, and by all Parties to avoid the cost, delay, and uncertainty of further litigation, trial, and potential appellate practice;

WHEREAS, effective as of February 20, 2023, the Parties reached an agreement in principle to settle the Litigation on a class-wide basis, subject to the final, more detailed Agreement here for court-approval purposes;

WHEREAS, based on the facts, the state of the law, and the experience and judgment of experienced class counsel, Plaintiff and Class Counsel¹ have concluded the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class Members (as defined below), and in their best interests;

WHEREAS, pursuant to the Parties' Agreement in principle, on April 4, 2023, Mr. Ulery, individually and on behalf of a putative class, filed a complaint in the Circuit Court of Cook

¹ As defined below at ¶ 3.5.

County, Illinois, to pursue resolution of his claims in the Illinois Action, and the parties subsequently requested and received dismissal of the California Action;

WHEREAS, Mr. Ulery, on behalf of himself and the Settlement Class Members, and Defendant, desire to forever resolve and compromise the disputes between them;

WHEREAS Defendant has always denied, and continues to deny, any fault, wrongdoing, or liability to Mr. Ulery or the Settlement Class Members for any relief, but believes this Agreement is desirable to avoid the further significant burden, expense, risk, and inconvenience of protracted litigation, and the distraction and diversion of its personnel and resources;

WHEREAS, the Parties intend that neither the negotiations leading up to this Agreement, nor this Agreement itself, nor any act performed, statement made, document executed, or consideration given or received pursuant to, in furtherance of, or as a result of this Agreement may be construed as, or used as, an admission by Defendant of any fault, wrongdoing, or liability whatsoever, or as an admission, concession, or probative evidence against any Party of the truth or falsity of any allegations or the validity or amount of any claims raised in the Litigation, or as an admission, concession, or probative evidence against any Party that certification of a class other than solely for purposes of this Agreement is appropriate in this or any other dispute; and

NOW, THEREFORE, in exchange for the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties and Class Counsel agree the Litigation is settled on the terms and conditions set forth below, subject to Court approval after a hearing and on finding that the instant settlement is fair, reasonable, and adequate.

AGREEMENT

1. INCORPORATION OF RECITALS

The Recitals set forth above are incorporated in the terms of this Agreement as if fully set forth herein and each Party attests to the veracity thereto.

2. CLASS DEFINITION

For purposes of settlement only, the Parties agree to certification of the following Settlement Class:

The named plaintiff, David Ulery, and all persons in the United States who, between May 27, 2020 and June 30, 2022, engaged in one or more transactions using a debit card or credit card at one or more of DFS's retail locations in the United States, and were thereupon provided an electronically printed receipt displaying the first six (6) and last four (4) digits of the credit or debit card account number used in connection with such transaction(s). Excluded from the class are the Judge to whom this case is assigned, any members of the Judge's immediate family, and counsel of record in this action.

Persons in the above class are collectively referenced herein as the "Settlement Class," and individually as "Settlement Class Members." Also excluded from the Settlement Class is any individual who opts out of the Settlement Class as described below. Pursuant to the responses to the subpoena issued to Defendant's payment processor, Euronet Worldwide, Inc., Plaintiff and Class Counsel estimate a class size of approximately 400,000 members.² Based on its records, DFS finds this estimate accurate.

3. OTHER DEFINITIONS

As used in this Agreement, the following terms have the meanings set forth below. Terms used in the singular shall include the plural and vice versa.

² Euronet Worldwide, Inc.'s responses to Plaintiff's subpoena show 424,940 unique account numbers that fall under the class definition. However, this number will likely be reduced after removing additional duplicates, foreign transactions, corporate debit and credit cards. Class Counsel estimates approximately 400,000 class members remaining at the end of this process.

3.1. “**Agreement**” means this Settlement Agreement and Release, and all attachments and exhibits to it.

3.2. “**Administrative Expenses**” means all expenses the Claims Administrator incurs in connection with its engagement and its notice and other administrative tasks pursuant to this Agreement and the Court’s Preliminary Approval Order and Order of Final Approval.

3.3. “**Claims Administrator**” shall mean Kurtzman Carson Consultants LLC (“KCC”) or other entity the Court appoints, which, subject to Court approval, shall be responsible for administrative tasks, including, without limitation: (a) arranging for distribution of the Class Notice and Settlement Claim Forms³ to Settlement Class Members; (b) making any mailings to Settlement Class Members required under the terms of this Agreement; (c) answering all inquiries from Settlement Class Members and/or forwarding such inquiries to Class Counsel or their designee; (d) receiving and maintaining on behalf of the Court and the Parties any Settlement Class Member correspondence regarding requests for exclusion from the Settlement Class and objections to the Settlement; (e) establishing the Settlement Website that posts notices, Settlement Claim Forms, and other related case documents; (f) receiving and processing Settlement Claim Forms from and distributing Settlement Payments to Settlement Class Members; (g) paying from the Settlement Fund any fees and costs incurred or due to banks, credit card processing companies, or others for responding to subpoenas to locate or identify Settlement Class Members; and (h) otherwise assisting with implementation and administration of the terms of this Agreement.

3.4. “**Claims Deadline**” means the deadline for a Settlement Class Member to submit a valid Settlement Claim Form as set forth in the Class Notice and Preliminary Approval Order.

3.5. “**Class Counsel**” means

³ As defined below at ¶ 3.25.

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3.6. “**Class Notice**” means the notice of the settlement to be sent to Settlement Class Members in the form or forms approved by the Court. This includes a “**Summary Notice**” and a “**Long Form Notice**.” The Summary Notice shall be sent to all Settlement Class Members by first class regular mail where a mailing address has been obtained for the class member, otherwise via email as provided below. The Long Form Notice shall be posted on the Settlement Website. The Parties agree to propose approval of the form of Summary Notice attached as Exhibit 2, and the form of Long Form Notice attached as Exhibit 3.

3.7. “**Class Representative**” means Plaintiff David Ulery.

3.8. “**Complaint**” means the original complaint filed in the Illinois Action.

3.9. “**Counsel for Defendant**” means

Robert E. Shapiro, Esquire
Joshua W. Mahoney, Esquire
Michael D. Educate, Esquire
Barack Ferrazzano Kirschbaum & Nagelberg LLP
200 West Madison Street, Suite 3900
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3.10. “**Court**” means the Circuit Court of Cook County, Illinois.

3.11. “**Days**” (whether or not beginning with a capital letter) means calendar days, unless otherwise expressly stated herein, and when computing any period of time prescribed or allowed by this Agreement, the day of the event from which the designated period of time begins to run will not be included.

3.12. “**Effective Date**” means the date on which the Order of Final Approval becomes final, meaning the time for appealing the order has expired, or any timely appeal has been resolved in favor of approving, or affirming the approval of, this Agreement.

3.13. “**Incentive Payment**” means the payment to the Class Representative described in Paragraph 4.8.2 below.

3.14. “**Opt-Out Deadline**” shall have the same meaning as set forth in the Preliminary Approval Order issued by the Court.

3.15. “**Order of Final Approval**” means the order entered by the Court that: (a) approves this Agreement, (b) finds the settlement to be fair, reasonable, and adequate in accordance with the Illinois Code of Civil Procedure, (c) makes such other findings and determinations as the Court deems necessary and appropriate to effectuate the terms of this Agreement, including ruling on Class Counsel’s application for attorneys’ fees and expenses and the Incentive Payment for the Class Representative, and (d) dismisses with prejudice the claims of the Class Representative and all Settlement Class Members who do not opt out as provided by this Agreement. The Parties agree to propose entry of the form of Order of Final Approval attached as Exhibit 5.

3.16. “**Parties**” means Plaintiff David Ulery and Defendant DFS Group, L.P.

3.17. “**Person**” includes, without limitation, natural persons, firms, corporations, businesses, limited liability companies, partnerships, federal, state, and other governments and their political subdivisions, agencies and instrumentalities, and all other entities.

3.18. “**Preliminary Approval Date**” means the date on which the Court enters the Preliminary Approval Order.

3.19. “**Preliminary Approval Order**” means an order entered by the Court certifying the Settlement Class and granting preliminary approval to the settlement. The Parties agree to propose entry of the form of preliminary approval order attached as Exhibit 1.

3.20. “**Released Claims**” are those defined in Paragraph 8.1.

3.21. “**Releasees**” means (i) Defendant DFS Group, L.P., (ii) its past, present, and future direct and indirect parents, subsidiaries, divisions, affiliates (including LVMH Moet Hennessy Louis Vuitton SE), associates, predecessors, successors, successors in interest, officers, directors, managers, managing directors, representatives, administrators, owners, controlling shareholders, holding companies, partners, principals, members, employers, employees, independent contractors, agents, consultants, advisors, assigns, insurers, reinsurers, and attorneys; (iii) any firm, trust, corporation, officer, director, or other individual or entity in which Defendant DFS Group, L.P. has a controlling interest; and (iv) any of the foregoing’s present and former officers, directors, managers, employees, representatives, agents, attorneys, owners, predecessors, successors, successors in interest, and assigns.

3.22. “**Releasing Parties**” means Plaintiff David Ulery and the members of the Settlement Class, and for each such Person this includes: that Person’s present or past spouses, children, beneficiaries, attorneys, heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, any other agent or representative of any of these Persons and entities, and anyone claiming through or on behalf of any of these Persons and entities.

3.23. “**Request for Exclusion**” means the written request Settlement Class Members must timely submit to opt out of the Settlement Class and this settlement.

3.24. “**Settlement Amount**” means the \$2,500,000.00 Defendant agrees to make available to settle this case pursuant to this Agreement.

3.25. “**Settlement Claim Form**” means an electronic or paper document, in the form approved by the Court, to be completed by Settlement Class Members and submitted to the Claims Administrator to receive a Settlement Payment. The Parties agree to propose approval of the Settlement Claim Form attached as Exhibit 4.

3.26. “**Settlement Fund**” is the Settlement Amount to be made available by Defendant to the Claims Administrator to be used, subject to the Court’s approval, to cover payment of claims submitted by Settlement Class Members, any award of attorneys’ fees and expenses to Class Counsel, any award of costs to subpoenaed banks and other non-parties, Administrative Expenses, and any Incentive Payment.

3.27. “**Settlement Payment**” means a payment made to a Settlement Class Member who submits a valid Settlement Claim Form pursuant to this Agreement, as calculated pursuant to Paragraph 6.4.

3.28. “**Settlement Website**” means the website prepared by the Claims Administrator in connection with the process of providing notice to Settlement Class Members and for accepting online Claim Forms submitted by the Settlement Class Members.

4. SETTLEMENT ADMINISTRATION

4.1. Certification of Settlement Class Contingent. Defendant’s agreement to certification of the Settlement Class is contingent on the Parties’ execution of this Agreement, entry of the Order of Final Approval by the Court, and the Order of Final Approval becoming final and non-appealable. Except as provided below, if this Agreement, for any reason, does not receive final

approval, if the Order of Final Approval does not become final, or if the Agreement is otherwise terminated, Defendant's agreement to certification of the Settlement Class shall be null and void, it shall be of no force or effect whatsoever, and it shall not be referred to or utilized for any purpose whatsoever.

4.2. Motion for Preliminary Approval. Promptly after execution of this Agreement, Plaintiff shall file a motion providing a copy of this Agreement and seeking entry of a Preliminary Approval Order. The motion shall explain why the Settlement Class meets the requirements of Illinois law, request preliminary approval of this Agreement, and request appointment of the Claims Administrator to perform the Claims Administrator's duties set forth in this Agreement.

4.3. Printing of Future Receipts. Defendant represents and Plaintiff understands that as a result of the Litigation, Defendant corrected the alleged issue with its point-of-sale software. DFS further represents that its retail locations will not intentionally print any receipts that include more than the last five digits of cardholders' debit and credit card numbers.

4.4. Claims Administrator. means KCC which, subject to Court approval, shall be responsible for administrative tasks, including, without limitation: (i) assisting Class Counsel and the Court in identifying and locating Settlement Class Members, (ii) arranging for distribution of the Class Notice and Settlement Claim Forms to Settlement Class Members; (iii) making any mailings to Settlement Class Members required under the terms of this Agreement; (iv) answering written and telephonic inquiries from Settlement Class Members and/or forwarding such inquiries to Class Counsel or their designee; (v) receiving and maintaining on behalf of the Court and the Parties any Settlement Class Member's correspondence regarding Requests for Exclusion from the Settlement; (vi) establishing the Settlement Website that posts notices, Settlement Claim Forms, and other related documents; (vii) receiving and processing Settlement Claim Forms from and

distributing Settlement payments to Settlement Class Members; (viii) paying from the Settlement Fund any fees and costs incurred or due to banks, credit card processing companies, or others for, responding to subpoenas to locate or identify the Settlement Class Members; and (ix) otherwise assisting with implementation and administration of the terms of this Agreement. The Claims Administrator's activities shall be performed under the Court's supervision and continuing jurisdiction.

4.5. Claims Administration Bills. Upon the Preliminary Approval Date, the Claims Administrator will be permitted to submit bills for Administrative Expenses to DFS, which DFS will pay out of the Settlement Fund pursuant to Paragraph 6.3. The Claims Administrator will make its best efforts not to incur Administrative Expenses in excess of the amount estimated pursuant to Paragraph 6.2.

4.6. Claims Administration Records. The Claims Administrator will maintain detailed records of its activities under this Agreement and will make such records available to the Parties upon request. The Claims Administrator will provide reports and other information as agreed by the Parties or required by the Court.

4.7. Confidentiality. The Claims Administrator will keep all information it receives regarding the Settlement Class and Settlement Class Members strictly confidential and will not use such information for any purpose other than performing its duties set forth in this Agreement; provided, however, that the Claims Administrator may provide this information to Class Counsel and the Court as requested to update them on the status of the Settlement. Plaintiff and Class Counsel will keep all information they receive regarding the Settlement Class and Settlement Class Members strictly confidential, to be shared only with the Court as required or requested, and will not use such information for any purpose other than consummating this Agreement.

4.8. Attorneys' Fees and Class Representative Incentive Payment. To the extent that the Court orders an award of attorneys' fees and expenses to Class Counsel, or an Incentive Payment to the Class Representative, such awards will be paid by the Claims Administrator from the Settlement Fund within fourteen (14) calendar days after the Effective Date.

4.8.1. Attorneys' Fees and Expenses. Class Counsel may petition for an award of attorneys' fees and expenses from the Settlement Fund (a "**Fee Award**"). Class Counsel shall be responsible for allocating any Fee Award among Class Counsel, and Defendant shall have no responsibility, role, or liability in connection with such allocation.

4.8.2. Class Representative Incentive Payment. The Class Representative may petition the Court for a reasonable Incentive Payment from the Settlement Fund. Class Counsel shall be responsible for distributing to the Class Representative any Incentive Payment awarded by the Court.

5. CLAIMS ADMINISTRATION

5.1. Settlement Class Member Information.

5.1.1. Cooperation. Defendant will reasonably cooperate with Class Counsel's efforts to identify and locate Settlement Class Members, including, but not limited to, their efforts to retrieve Settlement Class Member information from any third party, including, but not limited to, Visa, MasterCard, American Express, Discover, the banks that issued the Settlement Class Members' credit and debit cards, and any entity involved in processing Defendant's debit or credit card transactions. This cooperation shall include, but not be limited to, providing additional, reasonably available information that Class Counsel or third parties represent they need to find or provide Settlement Class Members' names and contact information.

5.1.2. Confidentiality. The Parties agree all information about Settlement Class Members and their transactions, and information Defendant provides to help find Settlement Class Members' names and contact information, shall be kept confidential, except that such information may be shared with the Court, the Claims Administrator, and any Party's counsel for the purpose of obtaining Settlement Class Members' names and contact information. The proposed Preliminary Approval Order shall provide for the confidentiality of information about Settlement Class Members and their transactions, and permit the filing of any such material with the Court under seal.

5.2. Notice.

5.2.1. Mail. By the date set by the Court, the Claims Administrator shall send a Summary Notice by first-class regular mail to each Settlement Class Member for whom a mailing address has been obtained.

5.2.2. Not later than 5 business days after the Claims Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search,⁴ and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to any Settlement Class Member whose Class Notice is returned by the USPS a second time.

⁴ "Class Member Address Search" means the Claims Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Claims Administrator with Class Members.

5.2.3. Email. By the date set by the Court, the Claims Administrator shall send a Summary Notice via email to each Class Member for whom a mailing address has not been obtained but an email address has been obtained.

5.2.4. Long Form Notice. The Claims Administrator shall also send the Long Form Notice to any Settlement Class Member who requests it.

5.2.5. Settlement Website. By the deadline for distributing the Class Notice, the Claims Administrator shall establish and maintain the Settlement Website, which will, among other things, (i) enable Settlement Class Members to submit a claim electronically or access and download the Settlement Claim Form, (ii) provide contact information for Class Counsel, (iii) provide access to relevant documents, including this Agreement, the Long Form Notice, the Preliminary Approval Order, the Complaint, Class Counsel's petition for an award of attorneys' fees, expenses, and Class Representative Incentive Payment, and, when filed, the Order of Final Approval; and (iv) provide date and location of the final approval hearing to be set by the Court. The Summary Notice and Long Form Notice shall include the address (URL) of the Settlement Website. The Claims Administrator shall maintain the Settlement Website until at least 30 days following the void date for Settlement Payment checks.

5.2.6. IVR. By the deadline for distributing the Class Notice, the Claims Administrator shall establish and maintain a toll-free number that maintains an interactive voice response (IVR) system to answer questions and allow Settlement Class Members who have a claim ID from the Class Notice to submit a claim.

5.2.7. Reminder Notice. The Claims Administrator shall send via e-mail (if available) a reminder notice, in substantially the same form as the Summary Notice

approved by the Court (except that the notice may be captioned with the phrase “Reminder Notice”), to every Settlement Class Member who has not submitted a Settlement Claim Form, Request for Exclusion, or objection. The Claims Administrator shall send these reminders by e-mail fourteen (14) days before the Claims Deadline.

5.3. Opt-Outs/Requests for Exclusion.

5.3.1. The Class Notice shall describe the Settlement Class Members’ right to exclude themselves from the class by mailing a Request for Exclusion. Any Settlement Class Member who does not validly and timely submit a Request for Exclusion before the Opt-Out Deadline shall remain a Settlement Class Member and shall be bound by the terms of this Agreement.

5.3.2. If more than sixty (60) Settlement Class Members submit valid/timely Requests for Exclusion, Defendant has the option to terminate this Agreement. The parties shall treat the exercise of this right as a “Non-Approval of Agreement,” as provided in Paragraph 9.1 below, and the terms of that paragraph shall apply. To exercise this right, Defendant must give express written notice of that fact to all Class Counsel via e-mail and regular mail no later than seven (7) days after the Opt-Out Deadline.

5.4. Objections. The Class Notice shall also provide a procedure for Settlement Class Members to object to the settlement set forth herein and any of its terms. Objections must be received by the deadline set by the Court.

5.5. Submission of Claims.

5.5.1. To make a claim, a Settlement Class Member must submit a Settlement Claim Form in compliance with the procedures set forth in the Class Notice and the Preliminary Approval Order. To be valid, the Settlement Claim Form must state the putative

Settlement Class Member's name, physical address, and claim ID number, and be signed by the Settlement Class Member (claims submitted online may be signed electronically). The electronic claim form on the Settlement Website will pre-populate name and address information for persons who enter the claim ID from any Class Notice they received, and shall ask them to update or correct any outdated information.

5.5.2. Any person who has not been identified as a Settlement Class Member by the Claims Administrator may nevertheless submit a Settlement Claim Form, but to be considered valid the person must also provide a statement listing the location of the DFS retail location in the United States that provided the receipt, the date when the receipt was provided, the amount of the transaction, and the last four digits of the credit/debit card(s) used in the transaction. To be deemed valid, the Claims Administrator must determine the claimed transaction occurred according to Defendant's records.

5.5.3. All Settlement Claim Forms must be submitted by the Claims Deadline as set forth in the Class Notice and Preliminary Approval Order. Any Settlement Claim Form submitted after the Claims Deadline shall be deemed invalid unless otherwise ordered by the Court.

5.5.4. The Claims Administrator shall retain all records relating to the submission and payment of claims under this Agreement for a period of five (5) years from the Effective Date. The confidentiality of those records shall be maintained in accordance with the Preliminary Approval Order.

6. SETTLEMENT FUND

6.1. Capped Settlement Fund. Defendant has agreed to make available \$2,500,000.00 to settle the Litigation on a claims-made basis (the "Settlement Fund," as previously defined). Defendant is not required to place any portion of the Settlement Fund into a separate bank account.

Within 5 days of the Effective Date of this Agreement, DFS will transfer the sum of the amounts of the Fee Award, Incentive Payment, Final Administration Fund, and Final Payment Amount (as each of those terms is defined herein) from the Settlement Fund to the Claims Administrator for distribution of settlement payments to the Settlement Class Members, payment of any Fee Award, payment of any Incentive Payment to the Class Representative, and payment to the Claims Administrator to the extent the Administrative Expenses have not been already paid. All amounts required to be paid pursuant to this Agreement, including, without limitation, Settlement Payments, Administrative Expenses, the Fee Award, and the Incentive Payment, will be paid from the Settlement Fund. In no event shall DFS be required to contribute more than \$2,500,000.00 total for any damages, fees, costs, or other expenses arising out of or related to this Agreement, the settlement set forth herein, or otherwise for the resolution of any claims in the Litigation. DFS will keep records sufficient to show all amounts it pays out of the Settlement Fund.

6.2. Net Settlement Proceeds Estimate. The Parties shall calculate the Net Settlement Proceeds Estimate according to the following calculation: \$2,500,000.00 minus all of the following amounts: (i) any Fee Award approved by the Court ;⁵ (ii) the maximum amount Plaintiff will seek for his Incentive Payment; and (iii) an amount equal to one hundred twenty percent (120%) of the amount that, in discussions with the Parties after they execute this Agreement, the Claims Administrator estimates will be the largest amount of Administrative Expenses that might be required for this Agreement. The Parties will confirm their agreement on the amount of such Net Settlement Proceeds Estimate, which Plaintiff will then use to support the motion for Preliminary Approval.

⁵ Class Counsel will request a Fee Award up to 40% of the Settlement Fund.

6.3. Administrative Expenses. After the Court’s preliminary approval of the Agreement and certification of the Class, DFS will pay all Administrative Expenses out of the Settlement Fund, upon receipt of any bill or request for payment from the Claims Administrator after such Administrative Expense has been incurred and will not pay for any Administrative Expenses in advance.

6.4. Settlement Payments to Settlement Class Members. After the Effective Date, Settlement Payments to Settlement Class Members shall be determined using the following steps:

6.4.1. The Claims Administrator first will promptly estimate the largest amount of Administrative Expenses it believes in good faith it may incur in fulfilling its obligations in Paragraphs 6.4.5 through 6.4.9, and will report that estimate to the Parties. One hundred twenty percent (120%) of that estimated amount (the “**Final Administration Fund**”) will be deducted from the remaining Settlement Fund to be used to reimburse the Claims Administrator for Administrative Expenses that it incurs, as approved by the Court.

6.4.2. The Claims Administrator will pay the amount of the Fee Award to Class Counsel out of the Settlement Fund amounts transferred to the Claims Administrator by DFS.

6.4.3. The Claims Administrator will pay the amount of the Incentive Payment to Plaintiff out of the Settlement Fund amounts transferred to the Claims Administrator by DFS.

6.4.4. The amount of the Settlement Fund that remains after deducting the amounts of the previously paid Administrative Expenses, Final Administration Fund, Fee Award, and Incentive Payment shall be the “**Net Settlement Proceeds.**” DFS shall report the Net Settlement Proceeds to the Claims Administrator and Class Counsel.

6.4.5. Each Settlement Class Member who submits a valid Settlement Claim Form shall be eligible to receive \$17.00 from the Net Settlement Proceeds. If the Net Settlement Proceeds are insufficient to pay each Settlement Class Member who submitted a valid Settlement Claim Form \$17.00, then all Settlement Payments shall be reduced pro rata. If the estimated Administrative Expenses are lower than the estimated Final Administration Fund, any funds in excess will be used to pay the Settlement Class Members' claims, but in no event shall a Settlement Class Member receive more than \$17.00 for a Settlement Payment.

6.4.6. The Claims Administrator shall calculate the amount of Net Settlement Proceeds needed to pay Settlement Payments to each Settlement Class Member who submitted a valid Settlement Claim Form and shall report that amount (the "**Final Payment Amount**") to the Parties.

6.4.7. Within forty-five (45) days after the Effective Date, the Claims Administrator will issue a payment to each Settlement Class Member who submitted a valid Settlement Claim Form in the amount of that Settlement Class Member's final Settlement Payment as calculated in Paragraph 6.4.6. The Claims Administrator will issue the payments to the Settlement Class Members via checks sent by first-class mail. The Claims Administrator will perform skip tracing and re-mailing as reasonably necessary.

6.4.8. The Settlement Payment checks will remain valid for ninety (90) days from the date of their issuance. After this 90-day period, the payments will no longer be valid or negotiable and the Claims Administrator will promptly cancel all checks that have not been redeemed. The Settlement Class Members will be notified that the payments will fully expire after 90 days from the date of the issuance.

6.4.9. Promptly after cancelling the last unredeemed Settlement Payment, the Claims Administrator will return to DFS any remaining Final Payment Amount that was not redeemed by Settlement Class Members.

7. TERMINATION OF LITIGATION/JURISDICTION

7.1. Termination of Litigation. The Parties agree that upon the Effective Date, the Litigation shall be deemed terminated in accordance with the Order of Final Approval.

7.2. Continuing Jurisdiction of Court. The Court shall retain exclusive and continuing jurisdiction over the Illinois Action, the Parties, and this Agreement with respect to the performance of its terms and conditions (and any disputes arising out of or relating to this Agreement), the proper provision of all benefits, and the implementation and enforcement of its terms, conditions, and obligations.

8. RELEASES

8.1. Settlement Class Member Released Claims. Upon the Effective Date, each Settlement Class Member and that Settlement Class Member's Releasing Parties will be deemed to have, and by operation of the Order of Final Approval will have, fully, finally, and forever, irrevocably and unconditionally released, acquitted, relinquished, and discharged the Releasees from and against all of the following, through and including (but not beyond) the Effective Date: all claims, actions, causes of action, rights, suits, defenses, debts, sums of money, payments, obligations, promises, damages, penalties, attorneys' fees, costs, liens, judgments, and demands of any kind whatsoever that each member of the Settlement Class may have or may have had in the past, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis, whether past or present, mature or not yet mature, known or unknown, suspected or unsuspected, whether based on federal, state, or local law, statute, ordinance, regulations, contract, common law, or any other source, that arise out of or relate to the

facts and claims alleged in the Complaint, including, but not limited to, any claims arising under the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq., as amended by the Fair and Accurate Credit Transactions Act, Pub. L. 108–159, and 15 U.S.C. § 1681c(g), for a violation of any consumer protection statutes, or regarding identity theft or the risk of identity theft (collectively, the “**Released Claims**”).

8.1.1. The Class Representative, the Settlement Class, and each Settlement Class Member expressly waive and relinquish any and all rights which they may have under Section 1542 of the California Civil Code or any similar statute of the United States. Section 1542 of the California Civil Code reads as follows:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Class Representative, the Settlement Class, and each Settlement Class Member may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims, but the Class Representatives, the Settlement Class, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Order of Final Approval shall have, nevertheless, fully, finally, and forever waived, settled, and released any and all Released Claims, regardless of such subsequent discovery of additional or different facts.

8.1.2. Upon the Effective Date, each Settlement Class Member and that Settlement Class Member’s Releasing Parties will be deemed to have, and by operation of the Final Approval Order will have, represented, covenanted, and agreed not to bring any claim,

action, suit, or proceeding of any nature whatsoever in any venue (including in any court, with any regulatory or governmental agency, via arbitration or otherwise) against any of the Releasees with respect to the Released Claims to the fullest extent permitted by applicable law.

8.1.3. All Settlement Class Members will be bound by this release unless they timely submit a complete Request for Exclusion from this Agreement by following the procedures set forth in Paragraph 5.3.1.

8.2. All Released Claims Satisfied by Settlement Fund. Each Settlement Class Member shall look solely to the Settlement Fund for satisfaction of all Released Claims as provided in this Agreement.

9. MISCELLANEOUS PROVISIONS

9.1. Non-Approval of Agreement. This Agreement is conditioned on entry of an Order of Final Approval, and that order becoming final. If the Agreement is not so approved (unless the non-approval is because of actions of Defendant other than Defendant exercising its right to terminate the agreement because more than sixty (60) Settlement Class Members submitted timely/valid Requests for Exclusion), the case shall return to the status quo ante as of the date of this Agreement, as if no Agreement had been negotiated or entered into. In that event, Defendant shall be relieved of its obligation to make available the amount of the Settlement Fund. Moreover, the Parties shall be deemed to have preserved all of their rights or defenses as of the date of the Agreement, and shall not be deemed to have waived any substantive or procedural rights of any kind that they may have.

9.2. Cooperation to Facilitate this Settlement. The Parties: (a) acknowledge that it is their intent to consummate the settlement described in this Agreement; and (b) agree, subject to

their fiduciary and other legal obligations, to cooperate and to use their reasonable best efforts to consummate the settlement described in this Agreement.

9.3. Court-requested Modifications. If the Court asks the Parties to modify any aspect of this Agreement, or if it appears that a modification of this Agreement might resolve an issue identified by the Court as an impediment to its granting Preliminary Approval or final approval of the Agreement, the Parties will meet and confer in good faith to consider potentially modifying this Agreement to resolve any issues identified by the Court. Any such modification of the Agreement will be by mutual written consent of the Parties, and no Party will be obligated to accept modifications without its consent.

9.4. Class Certification Solely for Settlement Purposes. The Parties agree and acknowledge that DFS's agreement to the certification of the Settlement Class described herein is for purposes of this Agreement only. Should, for whatever reason, the Effective Date not occur, the Parties' agreement to certification of the Settlement Class will become null and void ab initio and will have no bearing on, and will not be admissible in connection with, the issue of whether or not certification is proper or appropriate in the Illinois Action or in any other court or adversarial proceeding. DFS expressly reserves its right to, and declares that it intends to, oppose class certification vigorously should this Agreement not become final.

9.5. Prohibition on Use of This Agreement Against Either Party. Regardless whether the Effective Date occurs, neither the negotiations leading up to this Agreement, nor this Agreement itself, nor any act performed, statement made, document executed, or consideration given or received pursuant to, or in furtherance of, or as a result of this Agreement is, may, or will be deemed, used, offered, or received, in any court or adversarial proceeding, against either Party or any of the Releasees as an admission, concession, or probative evidence against any Party of the

validity or amount of any claim or defense, the truth or falsity of any fact, the violation of or compliance with any law or statute, the reasonableness or unreasonableness of this Agreement, the amount that might or might not have been recovered at trial in the Action, or any alleged wrongdoing, liability, negligence, misrepresentation, omission, or fault. Notwithstanding the foregoing sentence, nothing in this Paragraph precludes the use of this Agreement or any acts performed, statements made, documents executed, or consideration given or received pursuant to, or in furtherance of, or as a result of this Agreement for any of the following purposes:

9.5.1. To consummate or enforce the settlement described in this Agreement;

9.5.2. If this Agreement is finally approved by the Court, to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion, or similar defense or counterclaim;

9.5.3. If DFS terminates this Agreement or otherwise declines to perform any obligation under this Agreement, or to resolve any issue raised under 9.6 below, to support or oppose an argument that DFS did or did not commit a material breach of this Agreement, or any Party's argument under 9.6;

9.5.4. If used by DFS other than in this Illinois Action, for any purpose; and

9.5.5. If used in this Illinois Action, by either Party, for the limited purpose of providing general background information to the Court regarding the events that have occurred relating to this Agreement, but which in no event may be used as probative evidence against DFS.

9.6. Dispute Resolution. In the event of a bona fide dispute between the Parties regarding the meaning, interpretation, validity, or enforceability of any term or aspect of this

Agreement, either Party may file a motion with the Court seeking a ruling on the disputed issue. All deadlines in this Agreement will be tolled from the date of filing of the motion until the date both Parties have received notice of the Court's decision.

9.7. Representation by Counsel. The Parties represent and warrant that they have been represented by, and have consulted with, the counsel of their choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement, and have been given the opportunity to review independently this Agreement with such legal counsel, and agree to the particular language of the provisions herein.

9.8. No Admission of Liability. Nothing in this Agreement, or the Parties' willingness to enter into this Agreement, shall be construed as an admission by any person or entity, of any liability or wrongdoing of any Party, or of the truth of any allegation, claim, or defense raised or made by any Party, and Defendant denies any fault, wrongdoing or liability to Plaintiff or the Settlement Class Members for damages or other relief.

9.9. Change of Time Periods. The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by written agreement of Class Counsel and Counsel for Defendant, without notice to Settlement Class Members. The Parties reserve the right, by agreement and subject to Court approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

9.10. Integration and Non-Reliance. This Agreement constitutes a single, integrated contract expressing the entire agreement of the Parties relative to its subject matter. This Agreement supersedes all prior representations, agreements, understandings, both written and oral, among the Parties, or any of them, with respect to the subject matter of this Agreement. No

covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein, and no Party is relying on any prior oral or written representations, agreements, understandings, or undertakings with respect to the subject matter of this Agreement.

9.11. Drafting. This Agreement is a collaborative effort of the Parties and their respective attorneys, and the Parties agree that no single Party shall be deemed to have drafted this Agreement, or any portion thereof, for purpose of the invocation of the doctrine of contra proferentem.

9.12. Headings for Convenience Only. The headings used herein are for convenience only and are not intended to have legal effect.

9.13. Costs. Except as otherwise provided herein, each Party shall bear its own legal and other costs incurred in connection with the Released Claims, including the preparation and performance of this Agreement.

9.14. Modification or Amendment. This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by the Parties who executed this Agreement or their successors-in-interest.

9.15. No Waiver. The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

9.16. Severability. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder.

9.17. No Violation of Law or Agreement. The execution, delivery, and performance of this Agreement by the Parties hereto does not and will not, conflict with, violate, result in a breach of, or cause a default under, (a) any applicable provision of any federal, state, or local law or regulation, (b) any provision of any order, arbitration award, judgment, or decree, or (c) any provision of any agreement or instrument applicable to the Parties.

9.18. Successors. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the Parties thereto.

9.19. Choice of Law. All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of the State of Illinois, without reference to its conflict of law provisions, except to the extent that federal law governs.

9.20. Fair and Reasonable. The Parties and their counsel believe that this Agreement is a fair and reasonable compromise of the disputed claims, in the best interests of the Parties and Settlement Class Members, and arrived at this Agreement as a result of substantial arms-length negotiations with the assistance of a professional mediator.

9.21. Exhibits. The Exhibits to this Agreement are expressly incorporated and made part of the terms and conditions set forth herein.

9.22. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument

provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts.

9.23. Facsimile and E-mail. Transmission of a signed Agreement by facsimile or e-mail shall constitute receipt of an original signed Agreement by mail.

9.24. Warranty of Signature. Each signer of this Agreement represents and warrants that he or she is competent and possesses the full and complete authority to execute this Agreement on behalf of the Party to this Agreement for which he or she is signing, and that this Agreement is binding on the Party he or she represents.

9.25. No Assignment. Each Party represents and warrants that such Party has not assigned or otherwise transferred (via subrogation or otherwise) any right, title, or interest in or to any claim, cause of action, or demand which was or could have been, or ever could be asserted against any Party and that is released in this Agreement. Any Party that breaches the representations and warranties set forth in this paragraph shall indemnify and hold harmless the other Party, its parents, subsidiaries, and affiliates, and their respective owners, agents, attorneys, successors, heirs, assigns, administrators, officers, directors, employees, and all other persons acting in concert with them from any and every claim or demand of every kind or character arising out of a breach by any such breaching Party of its representations and warranties in this paragraph.

9.26. No Anticipated Cases. Class Counsel represents and agrees that neither they nor any of their principals, partners, employees, or agents has or has knowledge of current or prospective undisclosed clients with claims against DFS, or any of DFS's affiliated entities, regarding the claims asserted, or that could have been asserted, in the Litigation. As of the date of this Agreement, Class Counsel further represents that neither they nor any of their principals, partners, employees, or agents has any present intention to represent or assist in representing any

plaintiffs (other than David Ulery) in a lawsuit other than this Illinois Action against DFS or any of DFS's affiliated entities. For the avoidance of doubt, this Paragraph does not prevent Class Counsel from representing any client in any litigation or other legal matter.

9.27. Publicity. The Parties, Class Counsel, and Defendant's Counsel agree not to make any public statements, including, without limitation, statements to the press or media, statements on websites, and statements on social media (e.g., Twitter, Facebook, Instagram), relating to the Litigation, any claims asserted or that could have been asserted in the Litigation, or this Agreement. Nothing in this Paragraph 9.27 will preclude:

9.27.1. Any Party or that Party's counsel from making statements, representations, or disclosures that are legally required by any applicable statute, court order, rule, regulation, or disclosure requirement;

9.27.2. Any Party or that Party's counsel from discussing the Litigation or Agreement directly with any Settlement Class Member or their representative in a non-public communication or forum;

9.27.3. Defendant, its counsel, or its representatives from discussing the Litigation or the Agreement in responding to inquiries from actual or potential customers;

9.27.4. Any Party or that Party's counsel from responding to statements that appear in the press or media about this Action that are disparaging to the Party or that Party's counsel;

9.27.5. Counsel for any of the Parties from setting forth basic information concerning their participation in the Litigation (which does not include the amount of any payments made pursuant to the Agreement) on their firms' websites;

9.27.6. Counsel for any of the Parties from setting forth basic information concerning their participation in the Litigation (which does not include information about the size of the Settlement Fund or the amount of any payments made pursuant to the Agreement) in their resumes or in court filings in unrelated actions where the experience of counsel is an issue;

9.27.7. Any Party or that Party's counsel from directing a press or media organization to information about the Action and the Agreement on the law firms' websites, per Paragraph 9.27.5 above; or

9.27.8. Any Party or that Party's counsel from providing a press or media organization, upon request by such organization, with copies of the pleadings or Court orders related to the Agreement.

9.28. Non-disparagement. Plaintiff and Class Counsel will not make any statements (whether written or oral) relating to the Litigation, any claims asserted or that could have been asserted in the Litigation, or this Agreement that disparage, defame, criticize, demean, or otherwise impair the reputation, goodwill, or interests of DFS or any of the Releasees. Plaintiff and Class Counsel will not state or imply that the Agreement in any way reflects or implies the existence of fault, liability, loss, or damage.

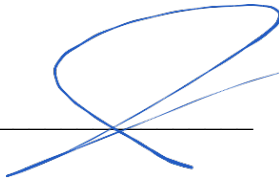
9.29. Calculation of Time. If the date for performance of any act required by or under this Agreement falls on a Saturday, Sunday, federal holiday, or Court holiday, that act may be performed on the next business day with the same effect as if it had been performed on the day or within the period of time specified by or under this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or by their duly authorized representatives:

Dated:

Plaintiff, David Ulery

Dated: **Aug 28, 2023**

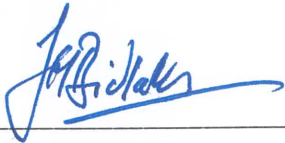


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Dated: 11 September 2023



James Bidlake, General Counsel & EVP
Defendant, DFS Group, LP

Dated: September 11, 2023



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Counsel for Defendant DFS Group L.P.

Exhibit 1

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

DAVID ULERY, individually and on behalf)		
of a class of other similarly situated))	
individuals,))	
Plaintiff,))	CASE NO. 2023CH03252
v.))	CLASS ACTION
DFS GROUP, L.P.,))	JURY TRIAL DEMANDED
Defendant.))	

**[PROPOSED] ORDER CERTIFYING SETTLEMENT CLASS,
GRANTING PRELIMINARY APPROVAL OF SETTLEMENT,
AND DIRECTING NOTICE TO THE CLASS**

THIS CAUSE came before the Court on _____, 2023 upon Plaintiff David Ulery’s (“Plaintiff” or “Class Representative”), Motion for Preliminary Approval of Class Action Settlement (the “Motion”) filed on August 25, 2023. Being fully advised, it is

ORDERED AND ADJUDGED as follows:

1. The Motion is **GRANTED** pursuant to Illinois Rules of Civil Procedure, and the terms of the Settlement Agreement (the “Agreement”) including all Exhibits thereto, attached to the Motion, are preliminarily **APPROVED**, subject to further consideration at the Fairness Hearing provided for below. This Order incorporates the Agreement, including all Exhibits.

2. The terms of the Agreement, including all Exhibits attached to the Motion, are hereby preliminarily approved, subject to further consideration thereof at the Final Approval Hearing provided for below. This Order incorporates herein, and makes a part hereof, the

Agreement. Unless otherwise provided herein, the terms defined in the Agreement shall have the same meanings herein.¹

3. The Court finds the Agreement was entered into between the Class Representative, on behalf of himself and the Settlement Class and DFS Group, L.P., (hereinafter “DFS” or “Defendant”) only after extensive arm’s-length negotiations by experienced counsel for the parties and following mediation efforts presided over by a professional mediator, Rodney Max, Esq.

4. The Court finds that the settlement embodied in the Agreement is sufficiently within the range of reasonableness so that notice of the settlement should be given as provided in this Order. In making this determination, the Court has considered the current posture of the litigation and the risks and benefits to the parties involved in both settlement of these claims and continuation of the litigation.

I. THE CLASS, CLASS REPRESENTATIVES, AND CLASS COUNSEL.

1. The Settlement Class is defined as follows:

The named plaintiff, David Ulery, and all persons in the United States who, between May 27, 2020 and June 30, 2022, engaged in one or more transactions using a debit card or credit card at one or more of DFS’s retail locations in the United States, and were thereupon provided an electronically printed receipt displaying the first six (6) and last four (4) digits of the credit or debit card account number used in connection with such transaction(s).

Excluded from the Settlement Class are the Judge to whom this case is assigned, any members of the Judge’s immediate family, counsel of record in this action, and any individual who properly opts out of the Settlement Class pursuant to the procedure described herein.

2. The Court makes the following determinations as to certification of the Settlement Class:

¹ All terms not defined herein shall have the same meaning as in the Motion for Preliminary Approval of Class Action Settlement and accompanying Exhibits.

- (a) The Court preliminarily certifies the Settlement Class for purposes of settlement only, under 735 ILCS 5/2-801.
- (b) The Settlement Class is so numerous that joinder of all members is impracticable.
- (c) There are questions of law or fact common to the members of the Settlement Class, and those common questions predominate over any questions affecting only individual members.
- (d) Plaintiff is capable of fairly and adequately protecting the interests of the members of the Settlement Class in connection with the Agreement and has no conflict with absent class members.
- (e) This Court recognizes the experience of Class Counsel Scott D. Owens and John R. Habashy. Accordingly, the Settlement Class is adequately represented.
- (f) A class action is an appropriate method for the fair and efficient resolution of this lawsuit through settlement. The Settlement Class Members' claims are based on the same material facts and assert claims under the same sections of the same law. Thus, class certification promotes judicial economy by resolving their common claims in one lawsuit instead of multiple lawsuits, it promotes fairness by ensuring consistent results, and it promotes justice by alerting all class members to the existence of their claims and giving them the ability to resolve their claims without having to find their own counsel, file their own lawsuit, and endure the cost and rigors of litigation on their own.

II. NOTICE TO CLASS MEMBERS

1. The Court has considered the proposed forms of notice including the Summary Notice and the Full Notice for the Settlement Website, (attached as Exhibits 2 and 3 to the Agreement) and Settlement Claim Form (attached as Exhibit 4 to the Agreement), and finds that the forms, content, and manner of notice proposed by the Parties and approved herein meet the

requirements of due process and 735 ILCS § 5/2-803, are the best notice practicable under the circumstances, constitute adequate notice of the lawsuit and settlement to all persons entitled to the same. The Court approves the notice program in all respects (including the proposed forms of notice, Summary Notice and Full Notice for the Settlement Website) and orders that notice be given in substantial conformity therewith. The notice program shall be completed on or about 150 days after entry of this Order (the “Notice Deadline”). The costs of preparing, printing, publishing, mailing, and otherwise disseminating the notice shall be paid from the Settlement Fund in accordance with the Agreement.

2. At the preliminary approval hearing, Class Counsel generally discussed the process by which the Settlement Class Members will be identified for the purpose of providing notice of the class action. Based upon these representations, the Court understands that initial subpoenas to the various Class Members’ financial institutions will be served not later than [enter date here]. This will enable class counsel to obtain the contact information of the Settlement Class Members.

3. In order to make sure the process moves expeditiously, and notice is provided in sufficient time for the final approval hearing, as scheduled, the Court orders that Plaintiff may serve these subpoenas via FedEx, email, or other means reasonably calculated to provide notice to the subpoenaed financial institutions, which will speed up the process and also minimize expenses.

4. Along similar “speeding up the process” lines, Plaintiff submits that the subpoenas should state that any information responsive to the subpoenas should be provided within 14 days of receipt of the subpoena.

5. As for protection of any confidentiality of information responsive to the subpoenas to financial institutions, the Court notes that the Parties and credit card processor, Euronet Worldwide, Inc. (“hereinafter “Euronet”) have previously stipulated to the entry of a protective

order (the “Protective Order”) to ensure the confidentiality of the Class Members’ personal and private financial information, including, but not limited to, credit or debit card transaction data and contact information. The Protective Order obligates certain persons to sign a certification of their obligations under the Protective Order. Moreover, the Claims Administrator is further instructed to ensure the protection of the information shared with them for the purpose of sending notice and mailing checks to the Class Members. **The Court now orders that the provisions of the Stipulated Confidentiality and Protective Order entered on July 5, 2023, shall apply to the confidential personal or financial information collected from subpoenas to any financial institution.**

6. Further, the Court orders that (a) the subpoenaed financial institutions shall provide Class Counsel the requested names, addresses, and telephone numbers, notwithstanding that the subpoenas seek documents and information to which non-party customers (e.g., the potential class members) may have a legitimate expectation and/or right of privacy pursuant to federal and state constitutions, statutes, or case law; (b) the names, addresses, and telephone numbers produced to Class Counsel by the subpoenaed financial institutions shall be used only for the purposes of notifying Settlement Class Members of a settlement and evaluating their claims, and shall not be disclosed to any other person other than Class Counsel, Defendant’s counsel, the settlement claims administrator, and the Court; (c) such consumer contact information shall be destroyed within ten (10) days after distribution of all settlement proceeds, including, but not limited to class member checks.

7. To the extent that any subpoenaed financial institutions have any objections to the subpoenas or the coverage of the previously entered protective order, or the additional protections

set forth in paragraph 6 above, such objections shall be made by motion to the Court within ten (10) days of service of such subpoenas.

8. The Court appoints _____ as Claims Administrator. Responsibilities of the Claims Administrator shall include the following:

- (a) arranging for distribution of the Class Notice and Settlement Claim Forms to Settlement Class Members;
- (b) making any mailings to Settlement Class Members required under the terms of the Agreement;
- (c) answering written and telephonic inquiries from Settlement Class Members and/or forwarding such inquiries to Class Counsel or their designee;
- (d) receiving and maintaining on behalf of the Court and the Parties any Settlement Class Member correspondence regarding requests for exclusion from and objections to the Settlement;
- (e) establishing the Settlement Website that posts notices, Settlement Claim Forms, and other related documents;
- (f) receiving and processing Settlement Claim Forms from and distributing Settlement payments to Settlement Class Members;
- (g) paying from the Settlement Fund any fees and costs incurred or due to banks, credit card processing companies, or others for responding to subpoenas to locate or identify the Settlement Class Members; and
- (h) otherwise assisting with the implementation and administration of the terms of the Agreement.

III. REQUEST FOR EXCLUSION FROM THE CLASS

1. A Settlement Class Member who wishes to be excluded from the Settlement Class shall mail a written Request for Exclusion to the Claims Administrator, so that it is postmarked no later than 60 days after Notice Deadline, by _____, 2024 (the “Opt-Out and Objection Deadline”), and shall clearly:

- (a) identify the case name and number;
- (b) identify the name, address, and telephone number of the Settlement Class Member;
- (c) be personally signed by the Settlement Class Member requesting exclusion; and
- (d) contain a statement that indicates a desire to be excluded from the Settlement Class in the Litigation, such as “I hereby request that I be excluded from the proposed Settlement Class in Ulery v. DFS Group, L.P.”

2. A Settlement Class Member who desires to opt out of the Settlement Class must take timely affirmative written action pursuant to this Order, even if he or she files or has filed a separate action against DFS, provided that DFS serves the Class Notice in that separate action upon counsel of record or if pro se, upon the plaintiff.

3. Any Settlement Class Member who does not properly and timely mail a Request for Exclusion as set forth above shall be automatically included in the Settlement Class, and shall be bound by all the terms and provisions of the Agreement, including the Release and the Order of Final Approval, whether or not such Settlement Class Member received actual notice or objected to the Class Settlement and whether or not such Settlement Class Member makes a claim upon or participates in the Class Settlement.

IV. OBJECTIONS

1. Objections must be received in accordance with the terms of the Agreement by the Opt-Out and Objection Deadline, which will be 60 days from the Notice Deadline (by _____, 2024). To be valid, the objection must include:

- (a) the case name and number;
- (b) the name, address, and telephone number of the objecting Settlement Class Member and, if represented by counsel, of his or her counsel;
- (c) a description of the specific basis for each objection raised;

- (d) a statement of whether he or she intends to appear at the Final Approval Hearing, either with or without counsel;
- (e) any documentation in support of such objection; and
- (f) the date of the purchase for which the Settlement Class Member received a receipt containing the violative debit or credit card numbers.

In addition, an objecting Settlement Class Member who does not complete and submit a Settlement Claim Form must provide, to the Claims Administrator, the first six (6) and last four (4) digits of the credit or debit card used to make the purchase. Any Settlement Class Member who fails to object to the Settlement in the manner described in the Class Notice and consistent with this Paragraph 1 shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or other means.

V. PROOFS OF CLAIM

1. To effectuate the Agreement, Class Settlement, and the provisions of the Class Notice program, the Claims Administrator shall be responsible for maintaining a record of all Requests for Exclusion and Settlement Claim Forms. The Claims Administrator shall preserve, on paper or transferred into electronic format, all Requests for Exclusion, Settlement Claim Forms, and any and all other written communications from Settlement Class Members in response to the Class Notice for a period of three (3) years, or pursuant to further order of the Court. All written communications received by the Claims Administrator from Settlement Class Members relating to the Agreement shall be available at reasonable times for inspection and copying by Class Counsel and Counsel for DFS, including prior to payments being mailed to each Settlement Class Member.

2. In order to be entitled to participate in the Class Settlement, if effectuated in accordance with all of the terms and conditions set forth in the Agreement, each Settlement Class Member shall take the following actions and be subject to the following requirements:

- (a) Submitting a properly executed Settlement Claim Form to the Claims Administrator on or before the Claims Deadline, which is 60 days after the Notice Deadline. If such Settlement Claim Form is submitted by mail via the United States Postal Service to the address indicated in the Class Notice, it shall be deemed to have been submitted as of the date postmarked. If such Settlement Claim Form is transmitted in any manner other than the United States Postal Service, it shall be deemed to have been submitted on the date it is actually received by the Claims Administrator.
- (b) Except as provided herein, each completed Settlement Claim Form must contain the following information: (i) name; (ii) mailing address; (iii) phone number, which shall be optional; and (iv) email address to the extent that the Settlement Class Member has one. The website claim form will prepopulate this information as available for persons who first enter their claim ID and will ask them to update or correct any information.
- (c) The Settlement Claim Form shall require each Settlement Class Member to verify they received at least one printed receipt at an DFS retail location between May 27, 2020, and June 30, 2022, as well as verify the information he or she is providing is true and correct as of the date thereof to the best of his or her knowledge and belief.
- (d) Each Settlement Claim Form shall be submitted to and reviewed by the Claims Administrator, who shall make a recommendation to Class Counsel and counsel for DFS about which claims should be allowed.
- (e) The Claims Administrator will notify each person who filed a Settlement Claim Form of any recommendation of disallowance, in whole or in part, of the Settlement Claim Form submitted by such person and will set forth the reasons for any such disallowance. Settlement Class Members shall be permitted a reasonable period of time to cure any deficiency with respect to

their respective Settlement Claim Form or Publication Notice Claim Form that is identified. A copy of such notification shall also be sent by the Claims Administrator to Class Counsel and Counsel for DFS.

- (f) Each Settlement Class Member who submits a Settlement Claim Form shall thereby expressly submit to the jurisdiction of the Court with respect to the claims submitted and shall, subject to final approval of the Agreement and Class Settlement, be bound by all the terms and provisions of the Agreement.

VI. CONFIDENTIALITY

1. If Plaintiff serves a subpoena upon any non-party for information about the Settlement Class Members, such as contact information, that information shall be treated as confidential and not be disclosed to any person or entity other than Class Counsel, Counsel for DFS, the Claims Administrator, the subpoena respondent, and the Court. Likewise, any information received by the Claims Administrator that pertains to a particular Settlement Class Member, including transactional data of DFS and information submitted in conjunction with a Request for Exclusion (other than the identity of the person requesting exclusion), shall not be disclosed to any other person or entity other than Class Counsel, Counsel for DFS, and, if necessary, the Court, and shall otherwise be treated as provided for in the Agreement.

VII. FINAL APPROVAL HEARING

1. A hearing on final settlement approval (the “Final Approval Hearing”) will be held on _____, 2024, at _____ before this Court, at _____, to consider, among other things, the following:

- (a) determining the fairness, adequacy, and reasonableness of this Agreement and associated settlement pursuant to the applicable Rules of Civil Procedure, applicable law, and other procedural rules or and requirements; and

(b) entering the Order of Final Approval.

2. By the Notice Deadline, Class Counsel shall file with the Court any Fee Petition as well as any request by Plaintiff for an incentive award.

3. At least 14 days before the Final Approval Hearing, Class Counsel shall file with the Court any memoranda or other materials in support of final approval of the Agreement and Class Settlement.

4. Any Settlement Class Member who has not filed a Request for Exclusion in the manner set forth above and who also has timely filed an objection may appear at the Final Approval Hearing in person or by counsel and may be heard to the extent allowed by the Court. However, no person shall be heard in opposition to the Agreement and Class Settlement, or the Fee Petition, and no papers or briefs submitted by or on behalf of any such person shall be accepted or considered by the Court, unless that person files such papers and briefs with the Court and serves them upon counsel listed below by the Opt-Out and Objection Deadline. Settlement Class Members who object in the manner and by the dates provided herein and in accordance with section IV above shall be subject to the jurisdiction of this Court. Settlement Class Members who fail to object in the manner and by the dates provided herein and in accordance with section IV above shall be deemed to have waived and shall forever be foreclosed from raising any such objections.

5. Counsel for the Parties who must be served with all documentation described above are as follows:

Counsel for the Settlement Class:

Scott D. Owens, Esq.
Scott D. Owens, P.A.
2750 N. 29th Ave., Ste. 209A
Hollywood, Florida 33020

John R. Habashy
Lexicon Law, PC
633 W. 5th St., 28th Floor
Los Angeles, California 90071

Counsel for Defendants

Joshua W. Mahoney
Michael D. Educate
Barack Ferrazzano Kirschbaum & Nagelberg, LLP
200 West Madison Street, Suite 3900
Chicago, IL 60606

6. Any Settlement Class Member may hire an attorney at his or her or its own expense to appear in the action. Such attorney shall serve a Notice of Appearance on the Counsel listed above, and file it with the Court, within 60 days after the Notice Deadline.

7. The date and time of the Final Approval Hearing shall be set forth in the Summary Notice, Full Notice, and the Settlement Website, but shall be subject to adjournment by the Court without further notice to the Settlement Class Members other than that which may be posted at the Court, on the Court's website, and/or the Settlement Website to be established pursuant to the Class Notice program.

8. Pending Final Approval, all Settlement Class Members are hereby preliminarily enjoined from, either directly, representatively, or in any other capacity (other than a Class Member who validly and timely elects to be excluded from the Settlement Class), from:

- (a) filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action or proceeding based on any of the Released Claims; and

- (b) organizing Settlement Class Members, or soliciting the participation of Settlement Class Members, for purposes of pursuing any action or proceeding (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending or future action or proceeding) based on any of the Released Claims or the facts and circumstances relating thereto.

9. Upon Final Approval, all Settlement Class Members who do not file a timely Request for Exclusion shall be deemed to have forever released any and all of the Released Claims against any of the Defendant Releasees as described in the Agreement, including, but not limited to, all claims that relate to or arise from printing too much information on any receipts at a DFS retail location during the settlement class period, including, but not limited to, any claims under FACTA, for a violation of any consumer protection statutes, or regarding identity theft or the risk of identity theft. In addition, upon Final Approval, all such Settlement Class Members shall be forever enjoined and barred from asserting any of the Released Claims against any of the Defendant Releasees.

VIII. OTHER PROVISIONS

1. Upon Final Approval, each and every term and provision of the Agreement (except as may be modified by the Final Approval Order) shall be deemed incorporated into the Final Order and Judgment as if expressly set forth and shall have the full force and effect of an Order of the Court.

2. This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before this Court entered this Order, if the proposed Settlement is not finally approved by the Court, or does not become Final (as defined in the Agreement), pursuant to the terms of the Agreement. In such event, and except as provided therein, the proposed Agreement shall also become null and void

and be of no further force and effect; the preliminary certification of the Settlement Class for settlement purposes shall be automatically vacated; neither the Agreement nor this Order shall be used or referred to for any purpose whatsoever, provided however, provisions of the Agreement intended to survive in the event the settlement is not approved shall remain in effect, including but not limited to Section _____ of the Agreement; and the Parties shall retain, without prejudice, any and all objections, arguments, and defenses with respect to class certification, including the right to argue that no class should be certified for any purpose.

3. This Order shall be of no force and effect if the Settlement does not become Final and shall not be construed or used as an admission, concession, or declaration by or against DFS of any fault, wrongdoing, breach, or liability, or by or against Plaintiff, Settlement Class Members that their claims lack merit or that the relief requested in the Complaint in this action is inappropriate, improper, or unavailable, or as a waiver by any party of any defenses or arguments it may have.

4. The following summarize the deadlines stated above for issuing notice and submitting claims and objections:

<p>_____, 2024 [150 days after the date of the Preliminary Approval Order]</p>	<p>Deadline for notice of the Settlement to be sent to the Settlement Class Members (Notice Deadline)</p>
<p>_____, 2024 [By Notice Deadline]</p>	<p>Plaintiff to file attorney fee petition</p>

<p>_____, 2024 [60 days after Notice Deadline]</p>	<p>Deadline for Settlement Class Members to request exclusion or file objections (Opt-Out and Objection Deadline)</p>
<p>____, 2024 [60 days after Notice Deadline]</p>	<p>Deadline for Settlement Class Members to submit a Settlement Claim Form (Claim Deadline)</p>
<p>_____, 2024 [14 days prior to Final Approval Hearing]</p>	<p>Deadline for Parties to file the following: (1) List of persons who made timely and proper Requests for Exclusion (under seal); (2) Proof of Class Notice; and (3) Motion and memorandum in support of final approval, including responses to any objections.</p>
<p>_____, 2024 at _____.m. [214 days after the Preliminary Approval Order]</p>	<p>Final Approval Hearing</p>

DONE and ORDERED in _____, this _____ day of _____, 2023.

cc: counsel of record

Prepared by counsel for Plaintiff David Ulery and by counsel for DFS Group L.P.

John R. Habashy
(admitted under Ill. Sup. Ct. R. 707)
LEXICON LAW
633 West 5th Street, 28th Floor
Los Angeles, CA 90071
Tel. (212) 223-5900
john@lexiconlaw.com

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scott@scottdowens.com

Counsel for Plaintiff David Ulery

Joshua W. Mahoney (ARDC No. 6297094)
Michael D. Educate (ARDC No. 6318246)
BARACK FERRAZZANO
KIRSCHBAUM & NAGELBERG LLP
200 West Madison Street, Suite 3900
Chicago, Illinois 60606
Tel. (312) 629-7420
Fax (312) 984-3150
joshua.mahoney@bfkn.com
michael.educate@bfkn.com
Atty No. 43707

Counsel for Defendant DFS Group L.P.

Exhibit 2

NOTICE OF CLASS ACTION LAWSUIT AND PROPOSED SETTLEMENT
THE COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A
LAWYER

YOU MAY BE ENTITLED TO RECEIVE MONETARY COMPENSATION

What is this?	This is notice of a proposed Settlement in a class action lawsuit in the Circuit Court of Cook County, Illinois, captioned <i>Ulery v. DFS Group, L.P.</i> , Case No. 2023-CH-03252.
What is this lawsuit about?	The Settlement would resolve a lawsuit brought on behalf of a class of individuals who, between May 27, 2020 and June 30, 2022, engaged in one or more transactions using a debit card or credit card at one or more of DFS Group L.P.'s retail locations in the United States, and were thereupon provided an electronically printed receipt displaying the first six (6) and last four (4) digits of the credit or debit card account number used in connection with such transaction(s). Any person that does not match DFS transaction data showing that they may have received a receipt from the relevant time period that displayed those digits shall not be a Settlement Class Member. DFS denies any wrongdoing. The Court has not ruled on the merits of Plaintiff's claims or the defenses of DFS.
Why am I getting this notice?	You were identified as someone who may have received a receipt for a purchase transaction made with a credit or debit card at an

	DFS retail location within the United States between May 27, 2020, and June 30, 2022, according to records identified by Plaintiff or by DFS.
--	---

<p>What does the settlement provide?</p>	<p>DFS has agreed to pay \$2,5000,000.00 into a Settlement Fund, which will pay for the cost of notice and administration of the Settlement, payments to Settlement Class Members who file valid claims, attorneys’ fees and expenses incurred by counsel for Plaintiff and the Settlement Class (“Class Counsel”) and an Incentive Payment to the named Plaintiff, if approved by the Court. Each Settlement Class Member who submits a valid claim form may receive a payment, subject to pro rata distribution of the settlement, of up to \$17.00 per Settlement Class Member.¹ Class Counsel will petition for an Incentive Payment not to exceed \$10,000.00 to David Ulery for his service as Class Representative, and for Class Counsel’s fees, not to exceed 33% of the settlement fund, plus Class Counsel’s reasonable expenses.</p> <p>¹ Plaintiff and Class Counsel estimate that the claims rate would need to exceed 15% before pro rata allocation becomes necessary. In accordance with this estimate, each class member who submits a valid claim is projected to receive the \$17 maximum.</p>
<p>How can I receive a payment from the Settlement?</p>	<p>To receive a payment, you must complete and submit a valid Claim Form by [REDACTED]. You can obtain and submit a Claim Form online at www.[REDACTED].com, by mail, or by telephone by calling [REDACTED]. Claim Forms submitted by mail must be sent to</p>

	the Settlement Administrator at the address below and must be postmarked no later than [REDACTED].
--	--

Do I have to be included in the Settlement?	If you don't want monetary compensation from this Settlement and you want to keep the right to pursue or continue to pursue claims against DFS on your own, then you must exclude yourself from the Settlement by sending a letter requesting exclusion to the Settlement Administrator postmarked or received no later than [REDACTED] at the address below. The letter requesting exclusion must contain the specific information set forth on the Full Notice on the Settlement Website and in the Settlement Agreement.
If I don't like something about the Settlement, how do I tell the Court?	If you don't exclude yourself from the Settlement, you can object to any part of the Settlement. You must file your written objection with the Court by [REDACTED]. Your written objection must also be mailed to both Class Counsel and DFS's Counsel and postmarked no later than [REDACTED]. Your written objection must contain the specific information set forth on the Full Notice on the Settlement Website and in the Settlement Agreement. If you file an objection, in order to remain eligible to receive a payment, you must also file a claim form.
What if I do nothing?	If you do nothing, you will not be eligible for a payment. But you will still be a Settlement Class Member and be bound by the Settlement, and you will release DFS from all liability associated with the alleged actions giving rise to this case.

<p>The Final Approval Hearing</p>	<p>The Court will hold a Final Approval Hearing in this case at [TIME] on [] in Room [] in the [Courthouse name and address]. You may hire your own attorney to appear and speak at the hearing at your own expense, but it is not necessary.</p>
<p>How do I get more information about the Settlement?</p>	<p>This notice contains limited information about the Settlement. For more information, to view additional Settlement documents, and to review information regarding your exclusion and objection rights and the final approval hearing, visit www. .com. You can also obtain additional information, a more detailed notice describing the Settlement, or a Claim Form, by calling [INSERT ADMINISTRATOR NUMBER].</p>

DFS FACTA SETTLEMENT
 SETTLEMENT ADMINISTRATOR
 [INSERT CLAIMS ADMIN ADDRESS]

[CLAIM ID IN DIGITS]
 [CLAIM ID IN BARCODE]
 Postal Service: Please Do Not Mark or Cover Barcode

[FIRST1] [LAST1]
 [NAME] [ADDR1] [ADDR2]
 [CITY] [ST] [ZIP]

Exhibit 3

NOTICE OF CLASS ACTION LAWSUIT AND PROPOSED SETTLEMENT
THE COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A
LAWYER

YOU MAY BE ENTITLED TO RECEIVE MONETARY COMPENSATION

What is this?	This is notice of a proposed Settlement in a class action lawsuit in the Circuit Court of Cook County, Illinois, captioned <i>Ulery v. DFS Group, L.P.</i> , Case No. 2023-CH-03252.
What is this lawsuit about?	The Settlement would resolve a lawsuit brought on behalf of a class of individuals who, between May 27, 2020 and June 30, 2022, engaged in one or more transactions using a debit card or credit card at one or more of DFS Group L.P.'s retail locations in the United States, and were thereupon provided an electronically printed receipt displaying the first six (6) and last four (4) digits of the credit or debit card account number used in connection with such transaction(s). Any person that does not match DFS transaction data showing that they may have received a receipt from the relevant time period that displayed those digits shall not be a Settlement Class Member. DFS denies any wrongdoing. The Court has not ruled on the merits of Plaintiff's claims or the defenses of DFS.
Why am I getting this notice?	You were identified as someone who may have received a receipt for a purchase transaction made with a credit or debit card at an

	<p>DFS retail location within the United States between May 27, 2020, and June 30, 2022, according to records identified by Plaintiff or by DFS.</p>
--	--

<p>What does the settlement provide?</p>	<p>DFS has agreed to pay \$2,5000,000.00 into a Settlement Fund, which will pay for the cost of notice and administration of the Settlement, payments to Settlement Class Members who file valid claims, attorneys’ fees and expenses incurred by counsel for Plaintiff and the Settlement Class (“Class Counsel”) and an Incentive Payment to the named Plaintiff, if approved by the Court. Each Settlement Class Member who submits a valid claim form may receive a payment, subject to pro rata distribution of the settlement, of up to \$17.00 per Settlement Class Member.¹ Class Counsel will petition for an Incentive Payment not to exceed \$10,000.00 to David Ulery for his service as Class Representative, and for Class Counsel’s fees, not to exceed 33% of the settlement fund, plus Class Counsel’s reasonable expenses.</p> <p>¹ Plaintiff and Class Counsel estimate that the claims rate would need to exceed 15% before pro rata allocation becomes necessary. In accordance with this estimate, each class member who submits a valid claim is projected to receive the \$17 maximum.</p>
<p>How can I receive a payment from the Settlement?</p>	<p>To receive a payment, you must complete and submit a valid Claim Form by [REDACTED]. You can obtain and submit a Claim Form online at www.[REDACTED].com, by mail, or by telephone by calling [REDACTED]. Claim Forms submitted by mail must be sent to</p>

	the Settlement Administrator at the address below and must be postmarked no later than [REDACTED].
--	--

Do I have to be included in the Settlement?	If you don't want monetary compensation from this Settlement and you want to keep the right to pursue or continue to pursue claims against DFS on your own, then you must exclude yourself from the Settlement by sending a letter requesting exclusion to the Settlement Administrator postmarked or received no later than [REDACTED] at the address below. The letter requesting exclusion must contain the specific information set forth on the Full Notice on the Settlement Website and in the Settlement Agreement.
If I don't like something about the Settlement, how do I tell the Court?	If you don't exclude yourself from the Settlement, you can object to any part of the Settlement. You must file your written objection with the Court by [REDACTED]. Your written objection must also be mailed to both Class Counsel and DFS's Counsel and postmarked no later than [REDACTED]. Your written objection must contain the specific information set forth on the Full Notice on the Settlement Website and in the Settlement Agreement. If you file an objection, in order to remain eligible to receive a payment, you must also file a claim form.
What if I do nothing?	If you do nothing, you will not be eligible for a payment. But you will still be a Settlement Class Member and be bound by the Settlement, and you will release DFS from all liability associated with the alleged actions giving rise to this case.

<p>The Final Approval Hearing</p>	<p>The Court will hold a Final Approval Hearing in this case at [TIME] on [] in Room [] in the [Courthouse name and address]. You may hire your own attorney to appear and speak at the hearing at your own expense, but it is not necessary.</p>
<p>How do I get more information about the Settlement?</p>	<p>This notice contains limited information about the Settlement. For more information, to view additional Settlement documents, and to review information regarding your exclusion and objection rights and the final approval hearing, visit www.[].com. You can also obtain additional information, a more detailed notice describing the Settlement, or a Claim Form, by calling [INSERT ADMINISTRATOR NUMBER].</p>

DFS FACTA SETTLEMENT
 SETTLEMENT ADMINISTRATOR
 [INSERT CLAIMS ADMIN ADDRESS]

[CLAIM ID IN DIGITS]
 [CLAIM ID IN BARCODE]
 Postal Service: Please Do Not Mark or Cover Barcode

[FIRST1] [LAST1]
 [NAME] [ADDR1] [ADDR2]
 [CITY] [ST] [ZIP]

Exhibit 4

Ulery v. DFS Group, L.P.
Case No. 2323CH03252

_____, Settlement Administrator
PO Box [_____] _____

Toll Free Number: x-xxx-xxx-xxxx
Website: www.ikeaUSfactaclassaction.com [

<<mail id>>
<<Name1>>
<<Name2>>
<<Address1>>
<<Address2>>
<<City>><<State>><<Zip>>

CLAIM FORM

TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST PROVIDE ALL OF THE INFORMATION BELOW AND YOU MUST SIGN THIS CLAIM FORM. IF THIS CLAIM FORM IS SUBMITTED ONLINE, YOU MUST SUBMIT AN ELECTRONIC SIGNATURE. If mailed, mail this form to [INSERT ADMINISTRATOR PO BOX FOR SETTLEMENT]

YOUR CLAIM FORM MUST BE SUBMITTED ELECTRONICALLY OR VIA TELEPHONE OR POSTMARKED ON OR BEFORE [INSERT DATE – propose 60 days after Notice Deadline].

1. CLAIMANT INFORMATION:

CLAIM MEMBER IDENTIFICATION NUMBER _____

FIRST NAME MIDDLE NAME LAST NAME

ADDRESS 1

ADDRESS 2

CITY STATE ZIP

TELEPHONE NUMBER (optional) E-MAIL ADDRESS

2. AFFIRMATION:

By signing below, I attest that between May 27, 2020, and June 30, 2022, I engaged in one or more transactions using a debit card or credit card at a DFS retail location within the United States and was thereupon provided an electronically printed receipt displaying the first six (6) and the last four (4) digits of the credit or debit card number used in connection with such transaction(s). I further attest that the information above is true and correct to the best of my knowledge and belief. This Claim Form may be researched and verified by the Claims Administrator.

Signature: _____

Name (please print): _____

Date: _____

QUESTIONS?

VISIT www.ikeaUSfactaclassaction.com

OR CALL [INSERT ADMIN NUMBER] or Class Counsel at 954-589-0588

Exhibit 5

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

DAVID ULERY, individually and on behalf)	
of a class of other similarly situated)	
individuals,)	
)	CASE NO. 2023CH03252
Plaintiff,)	
)	CLASS ACTION
v.)	
)	JURY TRIAL DEMANDED
)	
DFS GROUP, L.P,)	
)	
Defendant.)	

**[PROPOSED] FINAL ORDER APPROVING SETTLEMENT, APPROVING
PROPOSED ALLOCATION OF SETTLEMENT FUNDS, APPROVING CLASS
COUNSEL’S APPLICATION FOR ATTORNEYS’ FEES, EXPENSES, AND
INCENTIVE AWARDS FOR CLASS REPRESENTATIVE, AND FINAL JUDGMENT**

THIS CAUSE came before the Court on the Motion of Plaintiff David Ulery for Final Approval of Class Action Settlement (the “Motion”), the proposed allocation and distribution of funds among the Settlement Class; and Class Counsel’s application for attorneys’ fees, expenses, and an incentive awards for the Class Representatives. Being fully advised, it is

ORDERED AND ADJUDGED as follows:

1. This Order of Final Approval and Judgment incorporates herein and makes a part hereof, the Agreement, including all Exhibits thereto. Unless otherwise provided herein, the terms as defined in the Agreement shall have the same meanings for purposes of this Final Order and Judgment.
2. The Court has personal jurisdiction over the Class Representative, Settlement Class Members, and Defendant for purposes of this Settlement only, and has subject matter jurisdiction to approve the Agreement.

3. The Settlement Class previously certified by the Court includes:

The named plaintiff, David Ulery, and a persons in the United States who, between May 27, 2020 and June 30, 2022, engaged in one or more transactions using a debit card or credit card at one or more of DFS's retail locations in the United States, and were thereupon provided an electronically printed receipt displaying the first six (6) and last four (4) digits of the credit or debit card account number used in connection with such transaction(s).

In addition, excluded from the Settlement Class are the Judge to whom this case is assigned, any members of the Judge's immediate family, counsel of record in this action, and any individual who properly opted out of the Settlement Class pursuant to the procedure described in the Agreement and this Court's Order certifying the Settlement Class and granting preliminary approval of the Settlement.

4. The record shows that Class Notice has been given to the Settlement Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: (i) constitutes reasonable and the best practicable notice under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the terms of the Agreement and Class Settlement set forth in the Agreement ("Class Settlement"), and the right of Settlement Class Members to object to or exclude themselves from the Settlement Class and appear at the Fairness Hearing held on [REDACTED], 2024; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) meets the requirements of due process and 735 ILCS 5/2-806.

5. This Order shall have no force or effect on those persons who properly and timely excluded themselves from the Settlement Class.

6. The Court finds that extensive arm's-length negotiations have taken place in good faith between Class Counsel and Counsel for DFS resulting in the Agreement.

7. The Court finds that the designated Class Representatives and Class Counsel are adequate representatives.

8. Pursuant to 735 ILCS 5/2-806, the Court hereby finally approves in all respects the settlement set forth in the Agreement and finds that the Settlement, the Agreement, and the plan of distribution as set forth in the Agreement, are, in all respects, fair, reasonable and adequate, and in the best interest of the Settlement Class.

9. The Parties are hereby directed to implement and consummate the Class Settlement according to the terms and provisions of the Agreement. The claims against DFS on behalf of the Settlement Class are hereby dismissed with prejudice and without costs to any party, except as otherwise provided herein.

10. Upon the Effective Date of the Agreement, the Settlement Class and each Settlement Class Member, shall release and forever discharge DFS and the Releasees from any and all Released Claims.

a. “Released Claims” means all claims, actions, causes of action, rights, suits, defenses, debts, sums of money, payments, obligations, promises, damages, penalties, attorneys’ fees, costs, liens, judgments, and demands of any kind whatsoever that each member of the Settlement Class may have or may have had in the past, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis, whether past or present, mature or not yet mature, known or unknown, suspected or unsuspected, whether based on federal, state, or local law, statute, ordinance, regulations, contract, common law, or any other source, that arise out of or relate to the facts and claims alleged in the Complaint, including, but not limited to, any claims arising under the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq., as amended by the Fair and Accurate Credit Transactions Act, Pub. L. 108–159, and 15

U.S.C. § 1681c(g), for a violation of any consumer protection statutes, or regarding identity theft or the risk of identity theft.

b. “Releasees” means (i) Defendant DFS Group, L.P., (ii) its past, present, and future direct and indirect parents, subsidiaries, divisions, affiliates (including LVMH Moët Hennessy Louis Vuitton SE), associates, predecessors, successors, successors in interest, officers, directors, managers, managing directors, representatives, administrators, owners, controlling shareholders, holding companies, partners, principals, members, employers, employees, independent contractors, agents, consultants, advisors, assigns, insurers, reinsurers, and attorneys; (iii) any firm, trust, corporation, officer, director, or other individual or entity in which Defendant DFS Group, L.P. has a controlling interest; and (iv) any of the foregoing’s present and former officers, directors, managers, employees, representatives, agents, attorneys, owners, predecessors, successors, successors in interest, and assigns.

c. The Settlement Class and each Settlement Class Member covenant and agree not to bring any claim, action, suit, or proceeding of any nature whatsoever in any venue (including in any court, with any regulatory or governmental agency, via arbitration or otherwise) against any of the Releasees with respect to the Released Claims to the fullest extent permitted by applicable law.

d. The Settlement Class and each Settlement Class Member expressly waive and relinquish any and all rights which they may have under Section 1542 of the California Civil Code or any similar statute in the United States. Section 1542 reads as follows:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Even if the Settlement Class and each Settlement Class Member hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims, each Settlement Class Member shall be deemed to have, and by operation of this Order shall have, nevertheless, fully, finally, and forever waived, settled and released any and all Released Claims, regardless of such subsequent discovery of additional or different facts.

e. Each Class Representative and each Settlement Class Member hereby releases and forever discharges any and all claims that he or she may have against any Releasee.

11. Neither the Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any of the documents or statements referred to therein, nor this Final Order and Judgment, nor any of its terms and provisions, shall be offered by any person or received against DFS or any Releasee as evidence of— or construed as or deemed to be evidence of—any presumption, concession, probative evidence, or admission by DFS or any Releasee of the truth of the facts alleged, the validity of any claim that has been or could have been asserted in the Litigation or in any other litigation or judicial or administrative proceeding, the deficiency of any defense that has been or could have been asserted in the Litigation or in any litigation, or of any liability, wrongdoing, fault, negligence, omission, or violation of any statute or law by DFS or any Releasee.

12. Class Counsel have moved for an award of attorneys' fees and reimbursement of expenses. In approving this request, this Court makes the following findings of fact and conclusions of law:

a. This Settlement confers substantial benefits on the Settlement Class Members;

b. The value conferred on the Settlement Class is immediate and readily quantifiable upon this Judgment becoming Final (as defined in the Agreement), and Settlement Class Members who have submitted valid Settlement Claim Forms will receive payments that represent a significant portion of the damages that would be available to them were they to prevail in an individual action under FACTA;

c. Class Counsel vigorously and effectively pursued the Settlement Class Members' claims in the Litigation, including before this Court in this complex case;

d. This Settlement was obtained as a direct result of Class Counsel's advocacy;

e. The Class Settlement was reached following extensive arms'-length negotiation between Class Counsel and Counsel for DFS, and was negotiated in good faith and in the absence of collusion;

f. During the prosecution of the claims in the Litigation, Class Counsel incurred expenses in the aggregate amount of \$ [REDACTED], which included mediation and other expenses which the Court finds to be reasonable and necessary to the representation of the Settlement Class;

g. Settlement Class Members were advised in the Class Notice approved by the Court that Class Counsel intended to a motion for an award of attorneys' fees that identified the amount sought both as a percentage and a dollar figure for fees plus expenses to be paid from the Settlement Fund;

h. [REDACTED] member(s) of the Settlement Class has (have) submitted written objection(s) to the award of attorneys' fees and expenses;

i. "It is now well established that 'a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable

attorney's fee from the fund as a whole.” *Scholtens v. Schneider*, 173 Ill.2d 375, 385 (1996) (quoting *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980)); see also *Ryan v. City of Chicago*, 274 Ill.App.3d 913, 923-924 (1st Dist. 1995); and

j. The requested fee award is consistent with other fee awards.

13. Accordingly, Class Counsel are hereby awarded \$ [REDACTED] from the Settlement Fund, as their fee award which the Court finds to be fair and reasonable, and which amount shall be paid to Class Counsel from the Settlement Fund in accordance with the terms of the Agreement. Further, Class Counsel are hereby awarded \$ [REDACTED] for their expenses which the Court finds to be fair and reasonable, and which amount shall be paid to Class Counsel from the Settlement Fund in accordance with the terms of the Agreement. Class Counsel shall be responsible for allocating and shall allocate this award of attorneys' fees, costs, and expenses among Class Counsel.

14. David Ulery is hereby compensated in the amount of \$ _____ for his efforts in this case.

15. Without affecting the finality of this Order, the Court retains continuing and exclusive jurisdiction over all matters relating to the administration, consummation, enforcement, and interpretation of the Agreement and of this Order, to protect and effectuate this Order, and for any other necessary purpose. The Class Representatives, Settlement Class Members, and DFS are hereby deemed to have irrevocably submitted to the exclusive jurisdiction of this Court, for the purpose of any suit, action, proceeding or dispute arising out of or relating to the Agreement or the applicability of the Agreement, including the Exhibits thereto, but only for such purposes. Without limiting the generality of the foregoing, and without affecting the finality of this Order, the Court retains exclusive jurisdiction over any such suit, action, or proceeding. Solely for purposes of such

suit, action, or proceeding, to the fullest extent they may effectively do so under applicable law, the Parties are deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

16. All Settlement Class Members, from this day forward, are permanently barred and enjoined from: (a) asserting any Released Claims in any action or proceeding; (b) filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action or proceeding based on any of the Released Claims; and (c) organizing Settlement Class Members, or soliciting the participation of Settlement Class Members, for purposes of pursuing any action or proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending or future action or proceeding) based on any of the Released Claims or the facts and circumstances relating thereto.

17. All Settlement Class Members shall dismiss with prejudice all claims, actions, or proceedings that have been brought by any Settlement Class Member and that have been released pursuant to the Agreement and this Final Order and Judgment.

18. This Final Order, the final judgment to be entered pursuant to this Final Order, and the Agreement (including the exhibits thereto) may be filed in any action against or by any Releasee (as that term is defined herein and the Agreement) to support a defense of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

19. Without further order of the Court, the Settling Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Agreement.

20. This Final Order, and the final judgment to be entered pursuant to this Final Order, shall be effective upon entry. In the event that the Final Order and the final judgment to be entered pursuant to this Final Order are reversed or vacated pursuant to a direct appeal in this Action or the Agreement is terminated pursuant to its terms, all orders entered, and releases delivered in connection herewith shall be null and void.

21. This Litigation is hereby dismissed on the merits and with prejudice against Class Representatives and all other Settlement Class Members, without fees or costs to any party except as otherwise provided herein.

DONE and ORDERED in _____, this _____ day of _____, 2024.

cc: counsel of record

Prepared by counsel for Plaintiff David Ulery and by counsel for DFS Group L.P.

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