

David Ulery v. DFS Group, L.P.
Case No. 2023CH03252

If you made a purchase at a DFS retail location using a credit card or debit card between May 27, 2020, and June 30, 2022, you may be entitled to benefits under a class action settlement.

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

- Plaintiff David Ulery alleges that DFS Group, L.P., (hereinafter “DFS”) printed receipts for credit or debit card transactions at its retail locations that displayed the first six (6) and last four (4) digits of the debit or credit card number in violation of the Fair and Accurate Credit Transactions Act, 15 U.S.C. § 1681c(g)(1) et seq. (“FACTA”). DFS denies Plaintiff’s allegations and denies any wrongdoing whatsoever. The Court has not ruled on the merits of Plaintiff’s claims or the defenses of DFS. By entering into the Settlement, DFS has not conceded the truth or validity of any of the claims against it.
- Notwithstanding the foregoing, DFS has agreed to pay \$2,500,000 (the “Settlement Fund”) in full and final settlement and release of the claims of the Settlement Class defined as 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).
- The Settlement Fund will be used to pay all amounts related to the Settlement, including payments to each Settlement Class Member who submits a valid and timely Claim Form to receive payment (“Claim Form”), attorneys’ fees and reasonable expenses, and the costs of notice and administering the Settlement. Class Counsel anticipate that they will petition the Court for attorney fees up to 33% of the Settlement Fund plus reasonable expenses, and will also petition for an Incentive Payment of \$10,000 to Plaintiff. Settlement Class Members who timely submit a valid Claim Form will receive a pro rata payment distribution, calculated by dividing the available funds for distribution to the Settlement Class by the number of persons who submit valid Claim Forms, up to a maximum of \$17.00 per Settlement Class Member.
- Your rights and options, and the deadlines to exercise them, are explained in this Notice. Your legal rights are affected whether you act or don’t act. Read this Notice carefully.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM	If you submit a valid Claim Form by July 16, 2024, you will receive a payment and will give up your rights to sue DFS and/or any other released parties (“Defendant Releasees”, as defined in the Settlement Agreement) on any Released Claim, as defined in the Settlement Agreement. If you have a Claim ID number, Claim Forms may be submitted by mail to <i>Ulery v. DFS Group</i> , c/o KCC Class Action Services, P.O. Box 301172, Los Angeles, CA 90030-1172 or through the settlement website by visiting www.DFSfactaclassaction.com or by calling 1-877-320-6904. The Claims Administrator may seek additional information from persons who submit Publication Claim Forms to validate claims.
EXCLUDE YOURSELF OR “OPT OUT” OF THE SETTLEMENT	If you ask to be excluded, you will not receive a payment. This is the only option that allows you to pursue or continue to pursue claims against DFS or any other Defendant Releasee on your own in the future. The deadline for excluding yourself is July 16, 2024.
OBJECT TO THE SETTLEMENT	You may write to the Court about why you believe the Settlement is unfair in any respect. Please see Section 16 below (“How do I tell the Court that I do not think the Settlement is fair?”). The deadline for objecting is July 16, 2024. To obtain a benefit from this Settlement, you must still complete and submit a Claim Form or Publication Claim Form. If you submit only an objection, you will not receive any benefit from the Settlement and you will give up your right to pursue or continue to pursue a Released Claim against DFS or any other Defendant Releasee.
DO NOTHING	If you do nothing, you will not receive any monetary award, but you will give up your rights to pursue or continue to pursue a Released Claim against DFS or any other Defendant Releasee.
GO TO THE FINAL APPROVAL HEARING	You may ask to speak in Court about the fairness of the Settlement if you object to the Settlement. To speak at the Final Approval Hearing, you must comply with the requirements set forth in Question 21 below no later than July 16, 2024.

BASIC INFORMATION

1. What is the purpose of this notice?

The purpose of this Notice is to inform you that a proposed Settlement has been reached in the class action lawsuit in the Circuit Court of Cook County, Illinois, captioned *Ulery v. DFS Group, L.P.*, Case No. 2023-CH-03252. Because your rights will be affected by this Settlement, it is extremely important that you read this Notice carefully. This Notice summarizes the Settlement and your rights under it.

2. What does it mean if I received an email or postcard about this Settlement?

If you received an email or postcard describing this Settlement, it is because Plaintiff or DFS have identified records indicating that you may be a member of the Settlement Class in this action. You are a member of the Settlement Class if a DFS retail location located in the United States provided a point-of-sale receipt to you for a credit card or debit card transaction that displayed the first six (6) and last four (4) digits of the card number at any time between May 27, 2020, and June 30, 2022.

The Claims Administrator will check the written information you provide on the Claim Form against transaction data of DFS. If the information does not match, you will not be a Settlement Class Member and are not entitled to any relief.

3. What is this class action lawsuit about?

In a class action, one or more people, called Class Representatives (here, Plaintiff David Ulery), sue on behalf of people who allegedly have similar claims. This group is called a class and the persons included are called class members. One court resolves the issues for all of the class members, except for those who exclude themselves from the class.

Here, Plaintiff alleges DFS willfully violated FACTA by printing point-of-sale receipts for credit card and debit card transactions at its retail locations that displayed the first six (6) and last four (4) digits of the card number in violation of FACTA. DFS denies these allegations and denies any wrongdoing. The Court has conditionally certified this action to proceed as a class action for settlement purposes only.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or DFS. Instead, both sides agreed to this Settlement. That way, they avoid the risk and cost of a trial, and the Settlement Class Members will receive compensation. Plaintiffs and Class Counsel think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT CLASS?

5. How do I know if I am part of the Settlement Class?

The Court has certified this case as a class action for settlement purposes only. The Settlement Class is defined as:

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).

"Settlement Class Member" is defined as any person in the Settlement Class who is not validly excluded from the Settlement Class.

THE LAWYERS REPRESENTING YOU

6. Do I have lawyers in this case?

The Court has appointed lawyers from the law firms of Scott D. Owens, P.A. and Lexicon Law, PC as Class Counsel to represent you and the other persons in the Settlement Class. You will not be personally charged by these lawyers.

7. How will Class Counsel be paid?

Class Counsel will ask the Court to approve payment of up to 33% of the \$2,500,000.00 Settlement Fund, to them for attorneys' fees plus reasonable expenses incurred in the prosecution of this action. Class Counsel also will ask the Court to approve a payment of up to \$10,000 to Plaintiff David Ulery for his service as Class Representative. The Court may award less than these amounts.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. What does the settlement provide?

Settlement Fund. DFS will pay \$2,500,000 into a fund (the "Settlement Fund"), which will cover: (1) payments to Settlement Class Members who submit timely and valid Claim Forms; (2) an award of attorneys' fees to Class Counsel; (3) Class Counsel's reasonable expenses; (4) an Incentive Payment to Plaintiff, as approved by the Court; and (5) the costs of notice and administration of the Settlement.

Payments. All Settlement Class Members are eligible to submit a Claim Form and receive a payment. To submit a Claim Form, follow the procedures described under Question 11 below.

9. How much will my payment be?

Your share of the Settlement Fund will depend on the number of valid Claim Forms that Settlement Class Members submit. Each Class Member who submits a valid Settlement Claim Form will be entitled to receive compensation that will be distributed on a pro rata basis. **The final payment amount will depend on the total number of valid and timely claims submitted by Settlement Class Members, but will not exceed \$17.00.**

10. What am I giving up by staying in the Settlement Class?

Unless you exclude yourself from the Settlement, you will be part of the Settlement Class and will be bound by the terms of the Settlement. This means that if the Settlement is approved, you cannot pursue or continue to pursue any Released Claim against DFS or any other Defendant Releasee, whether on your own or as part of any other lawsuit, as explained in the Settlement Agreement. It also means that all of the Court's orders will apply to you and legally bind you. Unless you exclude yourself from the Settlement, you will agree to release DFS and any other Defendant Releasee, as defined in the Settlement Agreement, from any and all claims that were or could be asserted in the litigation and all claims that relate to or arise from printing too much information on any receipts from any DFS retail location during the Settlement Class period.

If you have any questions about the Release or what it means, you can speak to Class Counsel, listed under Question 6, for free, or you can, at your own expense, talk to your own lawyer. The Release does not apply to persons in the Settlement Class who timely exclude themselves.

HOW TO OBTAIN A PAYMENT

11. How can I get a payment?

To receive a payment, you must submit a Claim Form by July 16, 2024. If you have a Claim ID number, Claim Forms may be submitted by mail to *Ulery v. DFS Group*, c/o KCC Class Action Services, P.O. Box 301172, Los Angeles, CA 90030-1172 or through the settlement website by visiting www.DFSfactaclassaction.com or by calling 1-877-320-6904.

WHEN WILL I RECEIVE MY SETTLEMENT PAYMENT?

12. When would I receive a Settlement payment?

The Court has scheduled a hearing on September 20, 2024 to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Updated information will be posted on the Settlement Website at www.DFSfactaclassaction.com. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How can I get out of the Settlement?

If you want to keep the right to pursue or continue to pursue any Released Claim against DFS or any Defendant Releasee, as defined in the Settlement Agreement, then you must take steps to get out of the Settlement Class. This is called excluding yourself from, or opting out of, the Settlement Class.

To exclude yourself from the Settlement, you must send an exclusion request to the Claims Administrator. To be valid, a member of the Settlement Class who wishes to be excluded from the Settlement Class shall mail a written notice of exclusion to the Claims Administrator, so that it is postmarked no later than July 16, 2024 (the "Opt-Out and Objection Deadline"), and shall clearly provide the following in the written notice of exclusion: (a) the case name and number; (b) the name, address, and telephone number of the Settlement Class Member; (c) the personal signature of the Settlement Class Member requesting exclusion; and (d) 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.*" No request for exclusion will be valid unless all of the information described above is included. No person in the Settlement Class, or any person acting on behalf of or in concert or participation with that person in the Settlement Class, may exclude any other person in the Settlement Class from the Settlement Class.

To be valid, you must mail your exclusion request postmarked no later than July 16, 2024 to the Claims Administrator at *Ulery v. DFS Group*, c/o KCC Class Action Services, P.O. Box 301172, Los Angeles, CA 90030-1172.

14. If I do not exclude myself, can I sue DFS for the same thing?

No. If you do not exclude yourself, you give up any right to pursue (or continue to pursue) any Released Claims against DFS or any Defendant Releasee.

15. If I exclude myself, can I get a benefit from this Settlement?

No. If you ask to be excluded, you will not be able to submit a Claim Form for a Settlement payment and you cannot object to the Settlement.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I do not think the settlement is fair?

If you are in the Settlement Class, you can object to the Settlement or any part of the Settlement that you think the Court should reject, and the Court will consider your views. If you do not provide a written objection in the manner described below, you shall be deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Settlement or the award of any attorneys’ fees and expenses or Incentive Payments.

To be valid, the objection must be received by the Opt-Out and Objection Deadline (by July 16, 2024), and 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 and location of the purchase for which the Settlement Class Member received a receipt displaying the first six (6) and last four (4) digits of their card number.

Any Settlement Class Member who fails to object to the Settlement in the manner described above 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 Settlement Agreement by appeal or other means.

To be considered, you must file your objections with the Court. Your objections must also be mailed to the addresses below and postmarked or received no later than July 16, 2024.

For Plaintiffs:
Scott D. Owens
Scott D. Owens, P.A.
2750 N. 29th Ave., Ste. 209A
Hollywood, FL 33020

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

Even if you timely and properly object, to obtain a benefit from this Settlement, you must submit a Claim Form. If you object but fail to submit a Claim Form, you will not receive any monetary award.

17. What is the difference between objecting and excluding yourself?

Objecting is telling the Court that you oppose something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself means that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

IF YOU DO NOTHING

18. What happens if I do nothing at all?

If you do nothing, you will not receive any monetary award, but you will give up your rights to pursue or continue to pursue Released Claims against DFS or any other Defendant Releasee. For information relating to what rights you are giving up, see Question 10.

THE FINAL APPROVAL HEARING

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 9:30 a.m. on September 20, 2024 at 50 West Washington Street, Chicago, IL 60602. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are valid objections that comply with the requirements in Question 16 above, the Court will also consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and Plaintiffs.

The Final Approval Hearing may be moved to a different date or time without additional notice, so it is a good idea to check the Settlement Website for updates.

20. Do I have to come to the hearing?

No. Class Counsel will appear at the Final Approval Hearing on behalf of the entire Settlement Class. But you are welcome to come, or have your own lawyer appear, at your own expense.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing, but only in connection with an objection that you have timely submitted to the Court according to the procedure set forth in Question 16 above. To speak at the Final Approval Hearing, you must also file a document with the Court stating your intention to appear. For this document to be considered, it must include your name, address, telephone number and your signature. The document must be filed with the Court no later than July 16, 2024. You cannot speak at the hearing if you exclude yourself from the Settlement.

GETTING MORE INFORMATION

22. How do I get more information?

This Notice is only a summary of the proposed Settlement. You can get a complete copy of the Settlement Agreement by visiting the Settlement Website, www.DFSfactaclassaction.com, or you can write to the Claims Administrator at Ulery v. DFS Group, c/o KCC Class Action Services, P.O. Box 301172, Los Angeles, CA 90030-1172 or call the Toll-Free Settlement Hotline, 1-877-320-6904. You can also call Class Counsel with any questions at (954) 589-0588.

DO NOT CALL OR WRITE TO THE COURT, THE CLERK OF THE COURT, DFS, OR COUNSEL FOR DFS ABOUT THE SETTLEMENT. ALSO, TELEPHONE REPRESENTATIVES WHO ANSWER CALLS MADE TO THE TOLL-FREE NUMBER ARE NOT AUTHORIZED TO CHANGE THE TERMS OF THE SETTLEMENT OR THIS NOTICE.