

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

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

Plaintiffs,

v.

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

Defendants.

Docket No. OCN-L-000911-18

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

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

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

**What is this About?**

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

**What is a Class Action?**

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

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

### **Am I a Class Member?**

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

### **Why Am I Receiving This Notice?**

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

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

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

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

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

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

### **How Can I Get Payment?**

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

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

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

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

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

If you are mailing the Short-Form Claim Form, your completed form must be mailed to the following address **postmarked no later than November 26, 2024:**

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

You may also send your completed Short-Form Claim Form by facsimile to the following facsimile number 1-888-326-6411, **by no later than 11:59 p.m. Eastern Time on November 26, 2024.**

You may also submit your Short-Form Claim Form by completing and submitting an electronic version of the Short-Form Claim Form on the internet at [www.ReceiptSettlement.com](http://www.ReceiptSettlement.com), **by no later than 11:59 p.m. Eastern Time on November 26, 2024.**

**If you have NOT received written notice by postal mail or e-mail with a Claim Number or Notice Number, then you must submit a Claim Form-R in order to obtain payment:**

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

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

**OR**

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

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

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

If you are mailing the Claim Form-R, your completed form (together with the required documentation) must be mailed to the following address **postmarked no later than November 26, 2024:**

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

You may also send your Claim Form-R (together with the required documentation) by facsimile to the following facsimile number 1-888-326-6411, **by no later than 11:59 p.m. Eastern Time on November 26, 2024.**

You may also submit your claim by completing and submitting an electronic version of the Claim Form-R (and uploading and submitting the required documentation) on the internet at [www.ReceiptSettlement.com](http://www.ReceiptSettlement.com), **by no later than 11:59 p.m. Eastern Time on November 26, 2024.**

Please visit [www.ReceiptSettlement.com](http://www.ReceiptSettlement.com) to get a copy of the Claim Form-R or to complete and submit the Claim Form-R on the internet.

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

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

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

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

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

**What Am I Giving Up to Receive Settlement Benefits?**

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

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

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

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

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

Yes. If you don't want to receive benefits from this Settlement, but you want to keep the right to sue P.C. Richard or any of the other persons or entities referenced in the "Release by the Settlement Class" paragraph above, about the issues in this case, then you must take steps to exclude yourself from the Settlement. To exclude yourself from the Settlement you must include your name, address, telephone number, and your signature on correspondence requesting that you be excluded as a Class member from *Baskin, et al. v. P.C. Richard & Son, LLC, et al.*, Docket No. OCN-L-000911-18. To be effective, you must mail your request for exclusion, **postmarked no later than July 29, 2024**, to the Settlement Administrator at the following address:

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

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

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

No. Unless you exclude yourself from the Settlement, you give up the right to sue P.C. Richard and the other persons and entities referenced in the "Release by the Settlement Class" paragraph above, for the claims that this Settlement resolves. If you have a pending lawsuit against P.C. Richard or any of the other persons or entities referenced in the "Release by the Settlement Class" paragraph above, for any of the claims that this Settlement resolves, speak to your lawyer in your case immediately. You must exclude yourself from this Settlement to continue your own lawsuit. Remember, the exclusion deadline is **July 29, 2024**.

### **What if I Don't Like the Settlement?**

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

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

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

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

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

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

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

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

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

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

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

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

Any and all objections must be postmarked no later than **July 22, 2024**.

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

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

### **What Happens if I Do Nothing At All?**

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

### **Do I Have a Lawyer in the Case?**

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

### **How Will Class Counsel and the Class Representative Be Paid?**

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



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

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

The Court will hold a fairness hearing at **1:30 p.m. on August 20, 2024**, at 100 Hooper Avenue, Courtroom #6, 1st Floor, Toms River, New Jersey 08754, before Judge Valter H. Must. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether the Class Representative and Class Counsel have fairly, adequately, reasonably and competently represented and protected the interests of the Class. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the Settlement, including fees and costs to Class Counsel and service payment to the Class Representative. Class Counsel does not know how long these decisions will take. The date and time of the fairness hearing may be changed without further notice. For updates on dates and times, call the Settlement Administrator at 1-888-226-2203 or visit the website [www.ReceiptSettlement.com](http://www.ReceiptSettlement.com).

### **Do I Have to Come to the Fairness Hearing?**

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

### **May I Speak at the Fairness Hearing?**

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

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

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

This notice summarizes the proposed Settlement. More details are contained in a Settlement agreement that you may obtain through the Settlement Administrator. For more information, you may: (1) visit the website [www.ReceiptSettlement.com](http://www.ReceiptSettlement.com); (2) write the Settlement Administrator at the following address: Atticus Administration LLC, P.O. BOX 64053, St. Paul, MN 55164; or (3) call the Settlement Administrator at 1-888-226-2203. You may also view the Court file at 100 Hooper Avenue, Toms River, New Jersey 08754.