

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**  
*Goods v. Beggars Pizza, 08 C 7030 (N.D. Ill.) (J. Guzmán)*

**If you received an electronically printed receipt from Beggars Pizza in Richton Park, Illinois after December 4, 2006 that displays more than the last five digits of your credit or debit card number, or after June 3, 2008 that displays the expiration date of your credit or debit card:**

**PLEASE READ THIS NOTICE CAREFULLY, AS YOUR RIGHTS MAY BE AFFECTED.**

**IF YOU WISH TO RECEIVE A PORTION OF THE CLASS SETTLEMENT PROCEEDS, YOU MUST RETURN THE FORM ENCLOSED WITH THIS NOTICE, POSTMARKED NO LATER THAN NOVEMBER 16, 2009.**

**WHAT IS THIS NOTICE?**

This notice informs you that a settlement has been reached in *Goods v. Beggars Pizza, 08 C 7030*, a class action lawsuit pending in the United States District Court for the Northern District of Illinois, and that you have certain rights with respect to the settlement.

**WHAT IS THE CASE ABOUT?**

Tammy Goods claims that Beggars Pizza violated the Fair Credit Reporting Act ("FCRA"), which prohibits merchants from issuing electronically printed receipts that display more than the last five digits of a consumer's credit or debit card number or the card's expiration date. Ms. Goods claims that Beggars Pizza gave her such a receipt and that she, and all others who received such a receipt, is entitled to recover damages from Beggars Pizza under the FCRA. Beggars Pizza denies that it violated the FCRA.

The parties have agreed to settle both Ms. Goods' claim and those of the other consumers who have a claim like hers ("the class members"). The Court has preliminarily approved the settlement, the terms of which are described in this notice.

**WHO IS A CLASS MEMBER?**

You are a class member if you received an electronically printed receipt from Beggars Pizza in Richton Park, Illinois:

- (1) after December 4, 2006 that displays more than the last five digits of your credit or debit card number; or
- (2) after June 3, 2008 that displays the expiration date of your credit or debit card.

**WHAT ARE THE SETTLEMENT TERMS?**

**Subject to the Court's approval, the settlement requires Beggars Pizza to provide two coupons, each worth \$6.00, to every class member who submits a valid claim form postmarked no later than November 16, 2009. The settlement coupons may not be used at the same time. But the coupons are transferrable and each may be used with any other coupon issued, or promotional offer made, by Beggars Pizza.**

The settlement requires Beggars Pizza to issue a minimum of 2,000 coupons. If class members do not make valid claims for all of those coupons, any coupons that remain will be randomly distributed to consumers who make credit or debit card purchases at Beggars Pizza.

The settlement also requires Beggars Pizza to pay: (1) \$1,000.00 to Tammy Goods, the lead plaintiff in this lawsuit; (2) \$500.00 to Dana Bratton, another class member; (3) \$12,000.00 to class counsel, Thomas E. Soule of Edelman Combs Lattuner & Goodwin LLC, \$12,000.00 for attorney's fees and costs. *Class members are not responsible for paying these amounts.*

**CLASS COUNSEL'S OPINION OF THE SETTLEMENT**

As with any lawsuit, if Ms. Goods took this suit to trial, she could either win or lose. If Ms. Goods won, and proved that Beggars Pizza violated the FCRA, she and the class members could recover the actual damages they suffered as a result of Beggars Pizza's violation and the costs and attorney's fees they spent on the lawsuit. If Ms. Goods won and proved that Beggars Pizza *willfully* violated the FCRA, she and the class members could recover the damages they suffered as a result of the violation or, if they suffered no actual damages, an amount between \$100.00 and \$1,000.00 determined by the court (called statutory damages), punitive damages and the costs and attorney's fees they spent on the lawsuit.

Class counsel believes that the settlement, which provides significant relief to class members on a disputed claim, represents a fair and equitable resolution of this case.

#### **WHAT ARE MY OPTIONS?**

**You can: (1) stay in the class and participate in the settlement; (2) exclude yourself from the class and the settlement; (3) object to the settlement; or (4) enter an appearance in the lawsuit, either by yourself or through a lawyer.** Each of these options has certain risks and consequences, which you can discuss with class counsel (free of charge) or with your own attorney (at your own expense).

**(1) If you want to stay in the class and participate in the settlement, you must completely fill out and sign the enclosed claim form. By signing the form, you are affirming under penalty of perjury that you are entitled to submit a claim and take part in the settlement. DO NOT SUBMIT A CLAIM FORM IF YOU ARE NOT A MEMBER OF THE CLASS. IF YOU ARE NOT SURE WHETHER YOU ARE A MEMBER OF THE CLASS, PLEASE CONTACT CLASS COUNSEL.**

**The claim form must be mailed to the address listed on the form and postmarked no later than November 16, 2009. Late claim forms will not be accepted.**

**(2) If you want to be excluded from the class, you must mail a letter requesting exclusion to counsel for both parties, at the addresses listed below:**

#### **Counsel for plaintiff and the class members**

Thomas E. Soule  
Edelman Combs Lattner & Goodwin LLC  
120 South LaSalle Street, 18th Floor  
Chicago, IL 60603

#### **Counsel for Beggars Pizza**

Jodi Rosen Wine  
Nixon Peabody LLP  
300 S. Riverside Plaza, 16th Floor  
Chicago, IL 60606-6613

**Your request for exclusion must include your name and address and the name and number of this lawsuit (*Goods v. Beggars Pizza*, 08 C 7030). Your request for exclusion must be postmarked no later than November 16, 2009.**

**(3) If you want to object to the settlement, you must mail a written objection to counsel for both parties at the addresses set forth above. Your objection must be postmarked no later than November 16, 2009.**

**(4) If you want to enter an appearance in the lawsuit, either personally or through a lawyer, you must file an appearance form with the court. Appearance forms are available during normal business hours at the Clerk of the Court, United States District Court for the**

**Northern District of Illinois, 219 South Dearborn Street, 20<sup>th</sup> Floor, Chicago, Illinois 60604 or at <http://www.ilnd.uscourts.gov/PUBLIC/Forms/ProSeApp.pdf>. You must file your appearance form with the court no later than November 16, 2009.**

#### **WHO REPRESENTS THE CLASS?**

Ms. Goods has been appointed as the representative of the class and her lawyer, Thomas E. Soule of Edelman Combs Lattner & Goodwin LLC, has been appointed class counsel. Class counsel represents your interests in this case and will answer, free of charge, any questions you may have about this lawsuit. You can contact him at:

Thomas E. Soule (22075)  
Edelman Combs Lattner & Goodwin LLC  
120 South LaSalle Street, 18th Floor  
Chicago, IL 60603  
tel: (312) 739-4200; fax: (312) 419-0379  
[info@edcombs.com](mailto:info@edcombs.com)

You may also hire your own attorney, at your expense, to advise you in this matter.

#### **WHEN IS THE FAIRNESS HEARING?**

A hearing on the fairness of the settlement will be held on **December 9, 2009 at 10:00 a.m.** in Courtroom 1219 of the Dirksen Federal Courthouse, 219 South Dearborn Street, Chicago, Illinois. **You are not required to attend the fairness hearing, but you may do so if you wish.**

#### **WHAT IF I HAVE QUESTIONS?**

Any questions that you or your attorney may have about this notice or the settlement should be directed to class counsel, whose contact information is set forth above. If you contact class counsel in writing, please include the case name and number (*Goods v. Beggars Pizza*, 08 C 7030), class counsel's file number for this case (22075), and your name and return address in the body of the letter (not just on the envelope). **PLEASE READ THIS NOTICE CAREFULLY BEFORE CONTACTING CLASS COUNSEL.**

You can review documents filed with the court for this case during normal business hours at the Clerk of the Court, United States District Court for the Northern District of Illinois, 219 South Dearborn Street, 20<sup>th</sup> Floor, Chicago, Illinois 60604. **DO NOT CONTACT THE JUDGE OR HIS STAFF ABOUT THE SETTLEMENT OF THIS CASE.**