

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA, NEW ALBANY DIVISION**

PATTON v. SWIFTY OIL CO., Case No. 4:09CV99 (Judge Tanya Walton Pratt, presiding)

NOTICE OF CLASS ACTION SETTLEMENT

If you used a credit card or debit card to purchase product at the Swifty Food Mart locations in Scottsburg, Madison, New Albany, North Vernon, Brownstown or Seymour, Indiana, between July 16, 2007 and August 7, 2009, or at the Swifty Food Mart location in Connersville, Indiana between July 16, 2007 and January 13, 2009, you can participate, or not participate, in a class action settlement. Please read this notice carefully.

YOU MAY BENEFIT FROM READING THIS NOTICE.

IF YOU WISH TO RECEIVE A PORTION OF THE CLASS SETTLEMENT PROCEEDS, YOU MUST RETURN A VALID CLAIM FORM BY AUGUST 6, 2010.

WHAT IS THIS NOTICE?

This notice informs you that a settlement has been reached in a lawsuit entitled *Patton v. Swifty Oil Co., Inc., et al*, Case No. 4:09CV99, in the U.S. District Court for the Southern District of Indiana, and that you have certain rights with respect to the settlement.

WHAT IS THE CASE ABOUT?

SEQ CHAPTER \h \r 1 Gregory and Evonelle Patton alleged that defendants willfully violated the Fair Credit Reporting Act (“the FCRA”). This law, in part, prohibits merchants from printing on a customer’s receipt more than five digits of a customer’s credit or debit card number, or a card’s expiration date. They also claim that each person who received such a receipt is entitled to statutory damages under the FCRA. The defendants deny that they violated the law, or that they did so willfully.

The parties have agreed to settle this case on a class-wide basis. The Court has preliminarily approved this settlement. This notice advises you of the terms of the settlement, and of a hearing to be held on SEQ CHAPTER \h \r 1 **October 15, 2010 at 1:15 p.m.**, which will consider whether the settlement is fair.

WHO IS A MEMBER OF THE CLASS?

According to plaintiff’s estimates, there are about 76,400 members of the class. If you fit into the definition of the class, found at the top of this page, you are one of the members of the class. Class members are entitled to share in the proceeds of the settlement, and have other options which are described in this notice.

WHAT ARE THE SETTLEMENT’S TERMS?

The total amount of the class award is \$30,000. This fund will be divided between all class members *who return a claim form*. This payment to class members should not be construed as any kind of admission by defendant. Defendant has denied any liability.

The \$30,000 settlement fund will be paid to class members who send in a claim form, and who follow the following rules:

- (1) Class members may submit only *one* claim.
- (2) Each claimant can receive up to \$100.
- (3) If the number of claims, multiplied by \$100, is less than the total amount of money available, then each claimant would receive \$100, with the balance being donated to a Court-approved charity.
- (4) If the number of claims, multiplied by \$100 is more than the total amount of money available, then each class member will receive an equal share of the settlement proceeds, with no charitable contribution.

CLASS COUNSEL’S OPINION OF THE SETTLEMENT

In an individual lawsuit or class action under the FCRA, you can recover between \$100 and \$1,000 in statutory damages, actual damages, and attorney’s fees, if you can show that the FCRA violation was willful.

As is the case with any lawsuit, there is a possibility of winning, or losing. Counsel for the class believes that this settlement, which provides a significant amount of relief to class members on a disputed claim, represents a fair and equitable resolution of this matter.

WHAT ARE MY OPTIONS?

You have the choice of (1) remaining in the class and submitting a claim form, (2) excluding yourself from the class, (3) submitting a written objection, or (4) entering an appearance (either personally or through counsel). Each choice has certain risks and consequences. You have the right to discuss your decision with class counsel (free of charge), or with your own attorney (at your own expense).

In order to make a claim, the enclosed claim form must be filled out completely. You must also either (a) enclose a credit card receipt which was given to you and is the basis of your claim, or (b) sign the form. By signing the form, you are affirming, under penalty of perjury, that you received a credit card or debit card receipt from Swifty Food Mart from the locations, and during the time periods, listed at the top of this notice.

This claim form must be returned by mail to the address on the form, and postmarked no later than August 6, 2010. Late claim forms may not be accepted; if you wish to make a claim, please do so as soon as possible.

If you exclude yourself from the class, you will not be bound by any judgment or disposition of this case, and you will retain any claims you may have against Swifty Food Mart. However, you will not receive any compensation from the settlement.

If you wish to exclude yourself from the class, you must send a request for exclusion to counsel for both parties, at the following addresses:

For plaintiff and the class

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

For defendant

Theodore J. Nowacki
Jeffrey D. Mills
Bose McKinney & Evans LLP
111 Monument Circle, Suite 2700
Indianapolis, IN 46204

This letter must include your name and address, the name and case number for this case (*Patton v. Swifty Oil Co., Inc., No. 4:09CV99*). Requests for exclusion must be postmarked by August 6, 2010.

You may submit a written objection to the settlement. This objection must be served upon counsel for the parties, listed in this notice. The objection must be postmarked by August 6, 2010.

Finally, you may enter an appearance in the case – either personally or through an attorney of your choosing, at your expense. Appearances must be filed by August 6, 2010.

WHO REPRESENTS THE CLASS?

Mr. & Ms. Patton have been appointed as the representatives of the class. Their counsel have been appointed as Class Counsel, and can be contacted at the following address:

Thomas E. Soule (23126)

Edelman Combs Lattuner & Goodwin LLC
120 South LaSalle Street, Suite 1800
Chicago IL 60603
(312) 739-4200
(312) 419-0379 (FAX)
info@edcombs.com

Class Counsel will represent your interests in this case. You may contact them with any questions that you have about the Lawsuit. You will not be charged for their services. You may, however, hire your

own attorney at your own expense to advise you in this matter.

WHEN IS THE FAIRNESS HEARING?

The hearing on the fairness of the settlement will be on **October 15, 2010 at 1:15 p.m.**, in Room 344 of the United States Courthouse, located at 46 East Ohio Street, Indianapolis, Indiana. ***You are not required to attend, but may do so if you wish.***

WHAT IF I HAVE QUESTIONS?

Any questions that you or your attorney may have concerning this Notice should be directed to Edelman, Combs, Lattuner & Goodwin, LLC. PLEASE READ THIS NOTICE CAREFULLY BEFORE CONTACTING THIS OFFICE. Also, if writing, please include the case name and the firm's file number (23126), your name and your return address on any letters you send – and not just on the envelopes.

Case documents are available from the Clerk of the U.S. District Court, during normal business hours. The Clerk's Office is located at the United States Courthouse, 121 West Spring Street, in New Albany, Indiana.

PLEASE DO NOT CONTACT THE JUDGE ABOUT THE SETTLEMENT OF THIS CASE.