

**In the United States District Court for the Southern District of Indiana, New
Albany Division**
Patton v. Swifty Oil Co., Inc., Case No. 4:09CV99 (Tanya Walton Pratt, Judge)

SUMMARY NOTICE OF PROPOSED 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.***

Gregory and Evonelle Patton filed a suit claiming that Swifty Oil Co. Inc., which operates Swifty Food Mart willfully violated the Fair Credit Reporting Act, which prohibits printing more than five digits of a credit card or debit card number, or a card's expiration date, on a receipt. Swifty Oil Co., Inc. denies that it engaged in any wrongdoing, and also denies that it has any liability.

The Pattons brought this claim on their behalf and also on behalf of everyone who received a receipt that displayed too many digits of a credit or debit card number, or the expiration date on cards.

Both the Pattons and Swifty Oil Co., Inc. believe that they could win, if the case were litigated to the very end. However, both parties have agreed to settle the case instead. Under this settlement, all those who received a receipt at a Swifty Food Mart location listed above, during the time-periods listed above, are entitled to receive a cash payment. A person submitting a valid claim form can receive up to \$100.00. The exact amount that each class member will receive depends upon the total number of claims made.

You may either (1) participate in the settlement, (2) exclude yourself from the settlement, (3) object to the settlement, or (4) enter an appearance (either personally or through an attorney of your choosing). To exercise these options, you must take certain actions, immediately.

If you want to submit a claim, you must fill out the claim form provided below completely, and either (a) enclose a receipt showing your card's expiration date that you received during the time periods listed above, from the Swifty locations listed above, or (b) sign the form and affirm under penalty of perjury that you are entitled to submit a claim. Claim forms, which may be subject to verification, must be mailed to the address listed on the form, and postmarked no later than August 6, 2010. Each class member is limited to one claim.

If you want to be excluded from the settlement, or if you wish to object to the settlement, you must comply with the instructions and requirements set forth in the complete notice of settlement by August 6, 2010. Full instructions on how to exclude yourself or object to the settlement can be obtained by contacting the following address:

Thomas E. Soule

Edelman Combs Lattuner & Goodwin LLC
120 South LaSalle Street, 18th Floor
Chicago IL 60603
(312) 739-4200

www.edcombs.com

If you do nothing, you will release your claims against Swifty Oil Co., Inc.. A more complete description of this settlement can be obtained on request by contacting Edelman, Combs, Lattuner & Goodwin, LLC, at the same address.

You may also appear at a fairness hearing, to be held on October 15, 2010 at 1:15 p.m., in Room 344 of the United States Courthouse, located at Room 344 of the United States Courthouse, located at 46 East Ohio Street, Indianapolis, Indiana.

**Further information can be found in the Court's file on this case, available for public inspection during normal business hours at the office of the Clerk of the U.S. District Court, 121 West Spring Street, New Albany, Indiana.
PLEASE DO NOT CONTACT THE JUDGE OR HER STAFF.**