

IN THE U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS

*GOODS V. PIT BOSS RIB HOUSE, 1:10CV688 (N.D.Ill.) (Charles Norgle, Judge)*

**NOTICE OF CLASS ACTION SETTLEMENT**

*To all persons to whom Pit Boss Rib House, Inc. provided an electronically printed receipt at the point of sale or transaction, in a transaction occurring in Illinois, which was issued between June 4, 2008 and February 20, 2010, and displays the expiration date of the person's 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 BY NOVEMBER 26, 2010***

**WHAT IS THIS NOTICE?**

This notice informs you that a settlement has been reached in a lawsuit entitled *Goods v. Pit Boss Rib House, Inc.* Case No. 1:10CV688, in the U.S. District Court for the Northern District of Illinois, and that you have certain rights with respect to the settlement.

**WHAT IS THE CASE ABOUT?**

Kelvin Goods, a consumer who received an electronically printed receipt from Pit Boss Rib House which displayed the expiration date of his credit card, alleged that Pit Boss Rib House willfully violated the Fair Credit Reporting Act ("the FCRA"). This law, in part, prohibits merchants from printing more than five digits of a customer's credit or debit card number, and from printing a card's expiration date. He also claims that each person who received such a receipt is entitled to statutory damages under the FCRA. Pit Boss Rib House denies that it violated the law, or that it 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 January 25, 2011 at 10:00 a.m. which will consider whether the settlement is fair.

**WHO IS A MEMBER OF THE CLASS?**

You are a member of the class if you received an electronically printed receipt from Pit Boss Rib House between June 4, 2008 and February 20, 2010, and if that receipt displays the expiration date of your credit or debit card.

**WHAT ARE THE SETTLEMENT'S TERMS?**

**The settlement provides to each class member**

**who submits a valid claim form, by November 26, 2010, a coupon worth \$12.50 for use at Pit Boss Rib House. These coupons are transferrable, but no credit shall be given for any unused portion of a coupon.**

A minimum of 1,000 coupons will be issued. If there are less than 1,000 claims made, coupons would be randomly distributed to those making credit card purchases at Pit Boss Rib House.

In addition, Kelvin Goods would receive \$1,000 for services rendered to the class. Counsel for the class would receive \$12,500 in attorney's fees and costs. *You are not responsible for paying these amounts; these payments will be made by Pit Boss Rib House, under the settlement.*

All of these terms are subject to Court approval.

**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) submitting a claim form, (2) excluding yourself from the class, (3) submitting a written objection, or (4) entering an appearance.** 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 sign the form. By signing the form, you are affirming, under penalty of perjury, that you are entitled to submit a claim in this case. IF YOU HAVE QUESTIONS ABOUT WHETHER YOU ARE A MEMBER OF THE CLASS, PLEASE CONTACT CLASS COUNSEL.**

**This claim form must be returned by mail to the address on the form, and postmarked no later than November 26, 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 Pit Boss Rib House. 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*

Michael Graham  
Figliulo & Silverman PC  
10 South LaSalle Street, Suite 3600  
Chicago IL 60603

This letter must include your name and address, the name and case number for this case (*Goods v. Pit Boss Rib House, No. 1:10CV688*). Requests for exclusion must be postmarked by November 26, 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 November 26, 2010.

If you wish to appear in this case, either personally or through counsel, you must file your appearance with the Court by November 26, 2010.

**WHO REPRESENTS THE CLASS?**

Mr. Goods has been appointed as the representative of the class. His counsel has been appointed as Class Counsel, and can be contacted at the following address:

Thomas E. Soule (24047)  
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 January 25, 2011 at 10:00 a.m., in Room 2341 of the Everett McKinley Dirksen Building, 219 South Dearborn Street, Chicago, Illinois 60604. 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 (24047), 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 219 South Dearborn Street, 20th Floor, Chicago IL 60604.

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