

Craig Moskowitz, et al. v. ATL Hawks, LLC, et al.

STIPULATED SETTLEMENT AGREEMENT AND RELEASE

This Stipulated Settlement Agreement and Release ("**Settlement**" or "**Agreement**") is entered into between plaintiff Craig Moskowitz ("**Moskowitz**" or "**Plaintiff**"), on behalf of himself and all others similarly situated, on the one hand, and defendant ATL Hawks, LLC ("**Hawks**"), on the other hand, and their counsel of record. Moskowitz and Hawks are collectively referred to as the Parties.

RECITALS

1. On September 15, 2016, Craig Moskowitz, through his counsel, sent a letter entitled Notice To Cease And Desist FACTA Violations; And Notice Of Class Action Lawsuit. Enclosed with the September 15, 2016, letter was a copy of a proposed complaint that had not yet been filed.
2. After receipt of the September 15, 2016 letter and proposed complaint, Hawks, through its counsel, began the exploration of possible settlement discussions with counsel for Moskowitz. After extensive negotiations, which included entry into an Agreement Regarding Statute Of Limitations, the Parties reached this Settlement.
3. Moskowitz will file in Fulton County Superior Court for the State of Georgia the putative class action complaint ("Complaint") attached hereto as **Exhibit A**.
4. The Complaint alleges that Hawks willfully violated the Fair and Accurate Credit Transactions Act ("**FACTA**"), 15 U.S.C. §1681c(g), by printing the expiration date of Moskowitz's and other consumers' respective credit card and/or debit card on their electronically printed customer receipt(s) printed at the Philips Arena Hawks Shops during a certain time period.
5. More specifically, the Complaint alleges that it is brought on behalf of "All consumers to whom ATL Hawks, LLC, during the period August 1, 2014 through January 24, 2016, provided an electronically printed receipt at the point of a sale or transaction at its Philips Arena Hawks Shops, on which receipt ATL Hawks, LLC printed the expiration date of the consumer's credit card or debit card. The Philips Arena Hawks Shops are located at One Philips Drive, Atlanta, Georgia 30303."
6. By entering into this Settlement, Hawks does not admit liability for any violation of the FACTA or any other wrongdoing. Hawks has agreed to settle this class action solely as a business decision based on its evaluation of the time, expense, burden and uncertainty of further litigation.
7. The Parties desire to, and agree to cooperate and take all steps necessary and appropriate to, fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from the Complaint, consistent with the terms of this Settlement.

AGREEMENT

8. In consideration of the mutual covenants, promises, and warranties set forth in this Agreement, the Parties agree to a class-wide settlement, subject to the Court's approval, as follows:

9. **Incorporation of Recitals.**

The recitals set forth above are incorporated into this Agreement.

10. **Settlement Contingent Upon Court Approval.**

The terms of this Settlement are subject to approval by the Court. If the Settlement is not approved by the Court or does not become final for any reason, then the Parties expressly reserve all of their rights and remedies.

11. **If the Settlement Does Not Become Final.**

If the Settlement does not become final for any reason, the Settlement will be deemed null and void. In such an event, the Parties will resume as if the Settlement had not been entered (with the exception that the Complaint which will be filed will remain filed and pending), and the terms and provisions of this Agreement will have no further force and effect and may not be used for any purpose (except to potentially later demonstrate the work performed by Moskowitz's counsel).

12. **The Settlement Class.**

As part of the Settlement, the Parties stipulate to the certification, for settlement purposes only, of the following settlement class (the "**Settlement Class**"): All consumers to whom ATL Hawks, LLC, during the period August 1, 2014 through January 24, 2016, provided an electronically printed receipt at the point of a sale or transaction at its Philips Arena Hawks Shops, on which receipt ATL Hawks, LLC printed the expiration date of the consumer's credit card or debit card. The Philips Arena Hawks Shops are located at One Philips Drive, Atlanta, Georgia 30303.

13. **Settlement Benefits to the Class.**

(a) **Cash Fund:** Hawks will establish a non-reversionary cash fund in the amount of \$250,000 (the "Cash Fund"). No later than three business days after the Court enters an order granting preliminary approval of the settlement, Hawks will transfer the full amount of the Cash Fund to a bank account designated and maintained by the Settlement Administrator for purposes of this Settlement.

(b) **Distributions From The Cash Fund:** After subtracting from the Cash Fund Class Counsel's attorneys' fees and costs, an enhancement payment to the Class Representative, costs of Newspaper Notice, and Administration Costs, the remaining amount (the "Net Cash Fund") will be divided by the total number of Settlement Class members who submit a valid and timely claim to determine each claiming Settlement Class member's pro-rata share (the "Pro-Rata Share"). In the event the Pro-Rata Share is equal to or exceeds \$100, each

Settlement Class member who submits a valid and timely claim will be mailed a check in the amount of \$100, to be paid from the Net Cash Fund. In the event the Pro-Rata Share is less than \$100, each Settlement Class Member who submits a valid and timely claim will be mailed a check in the amount of the Pro-Rata Share, to be paid from the Net Cash Fund. Distribution of Settlement checks will begin no earlier than 30 days after the Settlement Date. All Settlement checks will be distributed no later than 60 days after the last day to submit claims for compensation from the Net Cash Fund or the Settlement Date, whichever is later. All Settlement checks will have an expiration date stated on them that will be calculated as 120 days from the date the check is issued.

(i) **Distribution of Residue**: Given the nature of this particular consumer class action case, the fact that Hawks does not know, nor does Hawks have access to any information which would enable it to determine, the postal addresses, email addresses or facsimile numbers of absent Settlement Class members, and experience with consumer class action claims-made rates, the Parties expect that relatively few claims will be made and that a residue will result. Accordingly, the Parties have agreed on a plan for the disposition of the anticipated residue. Thus, if any residual funds from the Net Cash Fund remain after claims payments are made to the Settlement Class members, any and all such residual funds will be distributed *cy pres* to one or more 501(c)(3) charities to be agreed upon by the Parties and proposed to the Court in connection with the motion for preliminary approval. If, for any reason, any or all of the selected charity(ies) proposed by the Parties are not approved by the Court, any such decision by the Court shall not affect the enforceability of the settlement because the Parties agree to propose alternative charity(ies) until the Court determines that, in the Court's view, each charity(ies) proposed would be a proper recipient(s) of the residue. If, for any reason, the Parties cannot agree on the charity(ies), the Parties agree that the Court will determine the charity(ies).

(c) **Administration of Settlement**: The Parties agree that, subject to the Court's approval, Atticus Administration, LLC shall serve as the settlement administrator ("**Settlement Administrator**"). With the exception of the Short-Form Notice, all fees and costs incurred or charged by the Settlement Administrator to administer the Settlement ("**Administration Costs**"), including but not limited to check issuance, Settlement Website and envelope and postage charges, will be paid from the Cash Fund.

(d) **Claims Submission**: Settlement Class members will have 180 days from the date Short-Form Notice is first posted at the Philips Arena Hawks Shops to submit a claim (the "**Claims Period**"). Settlement Class members must use the claim form ("**Claim Form**") which will be in the form attached hereto as **Exhibit B**, or its electronic version on the Settlement Website, to submit a claim. Settlement Class members may submit a Claim Form (together with the required documentation) by postal mail or by facsimile. Claim Forms may be submitted to the Settlement Administrator's postal address or the Settlement Administrator's facsimile number. Alternatively, Settlement Class members may submit a claim by completing and submitting an electronic version of the Claim Form (and uploading and submitting the required documentation) on the internet through the Settlement Website. Each Settlement Class member may submit only one claim, regardless of whether they made one or more credit or debit card transactions during the period August 1, 2014 through January 24, 2016. A valid claim will require that a Settlement Class member produce evidence that he or she received a customer receipt from the Philips Arena Hawks Shops at any time during the period August 1, 2014 through January 24, 2016 that displays the expiration date of his or her credit or debit card.

Proof of claim may consist of the original or a copy of either (1) a customer receipt containing the expiration date of his or her credit or debit card showing that he or she made a transaction at any time during the period August 1, 2014 through January 24, 2016 from the Philips Arena Hawks Shops, or (2) a credit or debit card statement (which will be encouraged to be in redacted form) showing that he or she made a transaction at the Philips Arena Hawks Shops at any time during the period August 1, 2014 through January 24, 2016.

(e) **Implementation of FACTA Compliance Policy:** Not later than twenty days after the Settlement Date, Hawks shall implement a written policy which states that it will not print more than the last five digits of the credit or debit card number nor 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 Hawks.

14. **Notice to the Class.**

Notice of this proposed Settlement shall be provided to the Settlement Class through the following methods:

(a) **On-Location Notice:** Multiple copies of a short-form notice ("**Short-Form Notice**") shall be prominently posted at the following locations within Philips Arena: (1) at the main Philips Arena Hawks Shop located at the entrance to Philips Arena on a free standing sign placed at the entrance of the main Philips Arena Hawks Shop, positioned near the cash registers; (2) at all other Philips Arena Hawks Shop locations on a wall-mounted or free-standing sign located near the cash register. The Short-Form Notice will be in the form attached hereto as **Exhibit C**. Hawks shall separately pay for all costs associated with the printing and posting of the Short-Form Notice and shall be responsible for posting the Short-Form Notice at its Philips Arena Hawks Shops. The Short-Form Notice shall be posted no later than 10 days after the date preliminary approval of the settlement is granted and shall continue to be posted at least until and through the last day on which Settlement Class members may submit a Claim Form. Not later than thirty days before the hearing date set for final approval of the settlement, a representative or representatives of Hawks (which shall be selected by Hawks) shall file with the court a declaration(s) of compliance attesting that the Short-Form Notice has been posted as required by this paragraph 14(a).

(b) **Newspaper Notice:** Newspaper notice ("**Newspaper Notice**") which will be substantially in the form attached hereto as **Exhibit D**, shall be made as follows: The Newspaper Notice will be published on three separate dates in the Atlanta Daily World, in approximately a quarter page size, with the first date to occur within 10 days after the Court's preliminary approval of the settlement, the second date to occur within 30 days of the first date, and the third date to occur within 80 days after the first date. All costs for the Newspaper Notice shall be paid from the Cash Fund.

(c) **Settlement Website Notice:** Beginning no later than 10 days after the Court's preliminary approval of the settlement and continuing at least through the last day on which Settlement Class members may submit a Claim Form, the Settlement Administrator will provide a viewable and printable on-line long-form notice ("**Full Notice**"), which will be in the form attached hereto as **Exhibit E**, via a Settlement Website containing a description of the settlement terms. All costs for the Settlement Website shall be paid from the Cash Fund.

(d) **Telephone Number For Settlement Class Members:** The Settlement Website, Short-Form Notice, Newspaper Notice, and Full Notice shall refer to a toll-free telephone number, established by the Settlement Administrator, which Settlement Class members may call. All costs for this toll-free telephone number shall be paid by from the Cash Fund. As part of the administration of this settlement, the Settlement Administrator shall respond to calls and other inquiries or communications from Settlement Class members or possible Settlement Class members.

15. **Paper Copy Requests.**

If any Settlement Class member requests a paper copy of the Full Notice, Claim Form, or of the long-form settlement agreement, the Settlement Administrator shall provide same.

16. **Opt-Out.**

(a) **The Opt-Out Process:** Settlement Class members will have until sixty (60) calendar days after the date Short-Form Notice is first posted by Hawks, to exclude themselves from the Settlement (the "**Opt-Out Deadline**"). Settlement Class members may opt out by timely sending a written request to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The Settlement Administrator shall promptly provide a copy of any opt-out request to counsel for each of the Parties. Settlement Class members who timely opt out of the Settlement: (a) will not be a part of the Settlement; (b) will have no right to receive any benefits under the Settlement; (c) will not be bound by the terms of the Settlement; and (d) will not have any right to object to the terms of the Settlement or be heard at the fairness hearing.

17. **Objections to the Settlement or to the Fee Motion.**

(a) Any Settlement Class member, on his or her own, or through an attorney hired at his or her own expense, may object to the terms of the Settlement. Any such objection must be filed with the Court and also served on Class Counsel and counsel for Hawks. To be effective, any such objection must be in writing and include the contents described in paragraph 17(c), and must be filed and served no later than sixty (60) calendar days after the date Short-Form Notice is first posted by Hawks, or as the Court otherwise directs. Any objections not raised properly and timely will be waived.

(b) Any Settlement Class member, on his or her own, or through an attorney hired at his or her own expense, may object to Class Counsel's motion for an award of attorney's fees and costs and/or the Class Representative's motion for service (or incentive) award. Such motion will be posted on the Settlement Website no later than thirty (30) calendar days before the final fairness hearing scheduled by the Court. Any objection must be filed with the Court and also served on Class Counsel and counsel for Hawks. To be effective, any such objection must be in writing and include the contents described in paragraph 17(c), and must be filed and served no later than twenty-one (21) calendar days before the fairness hearing, or as the Court otherwise directs. Any objections not raised properly and timely will be waived.

(c) To be effective, any objection described in paragraph 17(a) or paragraph 17(b) must contain all of the following information:

A. A reference at the beginning to this matter, *Craig Moskowitz, et al. v. ATL Hawks, LLC, et al.*;

B. The objector's full name, address, and telephone number;

C. Proof of Class membership consisting of the original or a copy of either: (1) a customer receipt containing the expiration date of his or her credit or debit card showing that he or she made a transaction at any time during the period August 1, 2014 through January 24, 2016 from the Philips Arena Hawks Shops, or (2) a credit or debit card statement showing that he or she made a transaction at the Philips Arena Hawks Shops at any time during the period August 1, 2014 through January 24, 2016.

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

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

F. A list of all persons who will be called to testify in support of the objection;

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

H. Regarding any counsel who represents the objector or has a financial interest in the objection: (1) a list of cases in which the objector's 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; and

I. A statement by the objector under oath that: (1) he or she has read the objection in its entirety, (2) he or she is a member of the Class, (3) states the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, (4) identifies the caption of each case in which the objector has made such objection, (5) authenticates any orders concerning a ruling upon the objector's prior such objections that were issued by the trial and/or appellate courts in each listed case, attaching such orders to the statement; and (6) states that he or she will personally appear at the fairness hearing.

18. Requests To Appear.

The Parties will request that the Court enter an order requiring any Settlement Class member who requests to be heard orally at the fairness (final approval) hearing to file with the Court and serve on Class Counsel and Hawks' counsel a written notice of intention to appear at the fairness hearing ("Notice of Intention to Appear"). The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class member (or his/her counsel) will present to the Court in connection with the fairness hearing. Any Settlement Class Member who does not provide a Notice of Intention to Appear in complete accordance with specifications set forth in the Full Notice, subject to approval by the Court, may be barred from speaking or otherwise presenting any views at the fairness hearing. To be timely,

a Notice of Intention to Appear concerning Class Counsel's motion for an award of attorney's fees and costs and/or the Class Representative's motion for service (or incentive) award must be postmarked no later than twenty-one (21) calendar days before the fairness hearing, or as the Court otherwise directs. To be timely, a Notice of Intention to Appear concerning any other matter about the Settlement Agreement must be postmarked no later than sixty (60) calendar days after the date Short-Form Notice is first posted by Hawks, or as the Court otherwise directs.

19. **Release by the Settlement Class.**

As of the Settlement Date, and except as to such rights or claims created by the settlement, Moskowitz and each Settlement Class member who does not timely opt-out of the settlement forever discharge and release ATL Hawks, LLC as well as its insurers, predecessors, successors, affiliates, and all of their 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 from August 1, 2014 up to and including January 24, 2016 concerning the Philips Arena Hawks Shops located at One Philips Drive, Atlanta, Georgia 30303.

20. **Class Representative and Class Counsel.**

Hawks shall not object to, oppose or otherwise contest the designation and appointment of Moskowitz as class representative ("**Class Representative**") for the Settlement Class, and Chant Yedalian of Chant & Company A Professional Law Corporation and Charles A. Gower Jr. and Shaun P. O'Hara of Charles A. Gower PC as class counsel ("**Class Counsel**") for the Settlement Class.

21. **Incentive (Service) Award to Plaintiff.**

As part of the settlement, Hawks will not object to, oppose or otherwise contest Moskowitz receiving an incentive payment of up to \$5,000, to compensate him for his services as Class Representative. The award, if and when issued by the Court, will be paid separately from the Cash Funds by delivering a check (payable to "Craig Moskowitz") to Class Counsel within 10 days of the Settlement Date. The award will be in addition to any other benefit to which Moskowitz will be entitled under the settlement as a Settlement Class member.

22. **Class Counsel's Fees and Costs.**

As part of the settlement, Hawks will not object to, oppose or otherwise contest Class Counsel receiving an award of attorneys' fees of up to \$83,333.33, to be paid from the Cash Fund, plus an award of Class Counsel's litigation costs of up to \$4,000, also to be paid from the Cash Fund. The awards, if and when issued by the Court, will be paid from the Cash Fund by delivering a check to Class Counsel, payable to "Chant & Company A Professional Law Corporation," within 10 days of the Effective Date. All attorneys' fees, costs and expenses paid to Class Counsel pursuant to this Agreement shall be allocated between Class Counsel pursuant to the terms of the prior written agreement between Chant & Company A Professional Law Corporation and Charles A. Gower PC.

23. **Settlement Shall Survive Any Intervening Change of Law.**

The Parties agree and intend that the settlement and its validity and enforceability shall not be affected by any future change, modification, reversal or clarification of the law, nor shall any future change, modification, reversal or clarification of the law provide either of the Parties with grounds to oppose preliminary or final approval of the settlement.

24. **Settlement Date.**

The settlement shall become effective (the "**Settlement Date**") upon the entry of a final order and judgment ("**Judgment**") by the court and the Judgment becoming final by virtue of it having become final and nonappealable through (i) the expiration of all allowable periods for appeal or discretionary appellate review without an appeal or request for discretionary appellate review having been filed, or (ii) final affirmance of the Judgment on appeal or remand, or final dismissal or denial of all such appeals and requests for discretionary review. The Court shall retain continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement.

25. **Duties of the Parties in Connection With Preliminary Court Approval of the Settlement.**

Promptly upon execution of this Agreement, counsel for Plaintiff and the Settlement Class will submit this Agreement to the Court as part of a motion for preliminary approval of the Settlement. The motion for preliminary approval will seek an order:

- (a) Certifying a Settlement Class as defined in this Agreement for purposes of settlement;
- (b) Appointing Plaintiff as class representative for settlement purposes;
- (c) Appointing Plaintiff's counsel, Chant Yedalian of Chant & Company A Professional Law Corporation and Charles A. Gower Jr. and Shaun P. O'Hara of Charles A. Gower PC, as Class Counsel for settlement purposes;
- (d) Approving the means of notice to the Settlement Class, as well as the form and content of the proposed notice forms;
- (e) Directing notice to be made to Settlement Class members as described in this Agreement;
- (f) Establishing deadlines for Settlement Class members to submit a request to opt out of the Settlement and to submit objections to the Settlement;
- (g) Preliminarily approving the Settlement subject to final review by the Court; and
- (h) Scheduling a fairness hearing to determine whether the Settlement should be finally approved as fair, reasonable and adequate as to the members of the Settlement Class.

26. **Duties of the Parties in Connection With Final Court Approval of the Settlement.**

At least 30 days before the final fairness hearing set by the Court, Plaintiff will file a motion for final approval of the settlement and a motion for an award of attorneys' fees and costs and for service (or incentive) awards. Plaintiff will submit a proposed final order and judgment:

- (a) Approving the Settlement contained in this Agreement, adjudicating the terms of the Settlement to be fair, reasonable and adequate, and directing completion of its terms and provisions;
- (b) Adjudicating that the release contained in paragraph 19 of this Agreement binds each Settlement Class member who does not timely opt out of the settlement;
- (c) Determining, as appropriate, an award to Plaintiff as compensation for his service as the class representative;
- (d) Awarding Class Counsel reasonable attorneys' fees and costs;
- (e) Entering Judgment in this Action; and
- (f) Retaining continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement.

27. **Parties' Authority.**

The signatories to this Agreement represent that they are fully authorized to enter into this Agreement and to bind the Parties to its terms and conditions.

28. **Mutual Full Cooperation To Effectuate Settlement.**

The Parties agree to cooperate and take all steps necessary and appropriate to effectuate the settlement. The Parties shall diligently work together to seek preliminary and final court approval of the settlement. In the event that the Court fails to issue a preliminary approval order, or fails to issue a final approval order, the Parties agree to use their best efforts, consistent with this Agreement, to cure any defect(s) identified by the Court.

29. **No Prior Assignments.**

The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber, to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged in this settlement, except as set forth in this Agreement.

30. **No Admission.**

Nothing contained in this Agreement, nor the consummation of the settlement, is to be construed or deemed an admission of liability, culpability, or wrongdoing on the part of any of the Parties.

31. **No Tax Advice.**

No provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will be construed or relied upon as, tax advice. Each of the Parties has relied exclusively upon his, her or its own independent legal and tax advisers for advice (including tax advice) in connection with this Agreement. None of the Parties has entered into this Agreement based upon the recommendation of any of the other Parties or any attorney or advisor to any of the other Parties.

32. **Notices.**

Unless otherwise specifically provided in this Agreement, all notices, demands or other communications given under this Agreement shall be in writing and addressed as follows (subject to the right of each of the Parties to designate another address and/or telephone number should such change):

To Plaintiff and/or the Settlement Class:

Chant Yedalian, Esq.
CHANT & COMPANY
A Professional Law Corporation
1010 N. Central Ave.
Glendale, CA 91202
Phone: 877.574.7100

Shaun P. O'Hara
CHARLES A. GOWER PC
1425 Wynnton Road
P.O. Box 5509
Columbus, GA 31906
Phone: 706.324.5685

To Hawks:

Nathan L. Garroway, Esq
Jeff Zachman, Esq.
DENTONS US LLP
303 Peachtree Street, NE Suite 5300
Atlanta, GA 30308
Phone: 404.527.4391

33. **Construction.**

The terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and their counsel. As a result, this Agreement will not be construed in favor of or against any of the Parties by reason of the extent to which any of the Parties or his, her or its counsel participated in the drafting of this Agreement.

34. **Parties To Bear Own Attorney Fees and Costs Except As Otherwise Provided Herein.**

The Parties shall each bear their own attorneys' fees and costs, except as provided in this Agreement.

35. **Headings and Interpretations.**

The paragraph titles, headings, and captions in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any of its provisions. Each term of this Settlement is contractual and not merely a recital.

36. **Modification.**

This Agreement may not be changed, altered, or modified, except in a writing signed by the Parties and their counsel and approved by the Court.

37. **Integration.**

This Agreement contains the entire agreement between the Parties relating to the Settlement. All prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged into this Agreement. No rights under this Agreement may be waived except in writing.

38. **Agreement Binding.**

This Agreement is binding upon, and inures to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

39. **Class Counsel Signatories.**

Because the number of members of the Settlement Class could potentially be large, it is impossible or impractical to have each member of the Settlement Class execute this Agreement. The Full Notice to the Settlement Class described above will advise all members of the Settlement Class of the binding nature of the releases in this Agreement. Such Full Notice, when approved by the Court and completed by the Parties, will have the same force and effect as if this Agreement were executed by each member of the Settlement Class who does not timely opt out of the Settlement.

40. **Counterparts.**

This Agreement may be executed and delivered in counterparts, each of which, including but not limited to pages transmitted by facsimile or in electronic PDF file format, when so executed and delivered, shall be deemed to be an original.

AGREED TO AND ACCEPTED:

Dated: March ____, 2017

Defendant ATL Hawks, LLC:

By: _____
Scott Wilkinson
As its Executive Vice President
& Chief Legal Officer

Dated: March ____, 2017

**Counsel for Defendant ATL Hawks,
LLC:**
DENTONS US LLP

By: _____
Nathan L. Garroway
Jeff Zachman

Dated: March ____, 2017

Plaintiff Craig Moskowitz:

By: _____
Craig Moskowitz

Dated: March ____, 2017

**Counsel for Plaintiff and the Settlement
Class:**
CHANT & COMPANY
A Professional Law Corporation

By: _____
Chant Yedalian

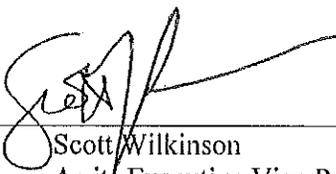
Dated: March ____, 2017

**Counsel for Plaintiff and the Settlement
Class:**
CHARLES A. GOWER PC

By: _____
Charles A. Gower Jr.
Shaun P. O'Hara

Dated: March 30, 2017

Defendant ATL Hawks, LLC:

By: 

Scott Wilkinson
As its Executive Vice President
& Chief Legal Officer

Dated: March 30, 2017

**Counsel for Defendant ATL Hawks,
LLC:**
DENTONS US LLP

By: 

Nathan L. Garroway
Jeff Zachman

Dated: March ____, 2017

Plaintiff Craig Moskowitz:

By: _____
Craig Moskowitz

Dated: March ____, 2017

**Counsel for Plaintiff and the Settlement
Class:**
CHANT & COMPANY
A Professional Law Corporation

By: _____
Chant Yedalian

Dated: March ____, 2017

**Counsel for Plaintiff and the Settlement
Class:**
CHARLES A. GOWER PC

By: _____
Charles A. Gower Jr.
Shaun P. O'Hara

Dated: March ___, 2017

Defendant ATL Hawks, LLC:

By: _____
Scott Wilkinson
As its Executive Vice President
& Chief Legal Officer

Dated: March ___, 2017

**Counsel for Defendant ATL Hawks,
LLC:**
DENTONS US LLP

By: _____
Nathan L. Garroway
Jeff Zachman

Dated: March 31, 2017

Plaintiff Craig Moskowitz:

By: _____

Craig Moskowitz

Dated: March ___, 2017

**Counsel for Plaintiff and the Settlement
Class:**
CHANT & COMPANY
A Professional Law Corporation

By: _____
Chant Yedalian

Dated: March ___, 2017

**Counsel for Plaintiff and the Settlement
Class:**
CHARLES A. GOWER PC

By: _____
Charles A. Gower Jr.
Shaun P. O'Hara

Dated: March ___, 2017

Defendant ATL Hawks, LLC:

By: _____
Scott Wilkinson
As its Executive Vice President
& Chief Legal Officer

Dated: March ___, 2017

**Counsel for Defendant ATL Hawks,
LLC:**
DENTONS US LLP

By: _____
Nathan L. Garroway
Jeff Zachman

Dated: March ___, 2017

Plaintiff Craig Moskowitz:

By: _____
Craig Moskowitz

Dated: March 31, 2017

**Counsel for Plaintiff and the Settlement
Class:**
CHANT & COMPANY
A Professional Law Corporation

By:  _____
Chant Yedalian

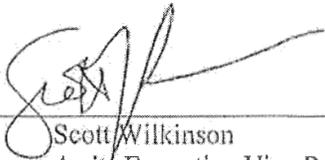
Dated: March ___, 2017

**Counsel for Plaintiff and the Settlement
Class:**
CHARLES A. GOWER PC

By: _____
Charles A. Gower Jr.
Shaun P. O'Hara

Dated: March ___, 2017

Defendant ATL Hawks, LLC:

By: 

Scott Wilkinson
As its Executive Vice President
& Chief Legal Officer

Dated: March ___, 2017

**Counsel for Defendant ATL Hawks,
LLC:
DENTONS US LLP**

By: 

Nathan L. Garroway
Jeff Zachman

Dated: March ___, 2017

Plaintiff Craig Moskowitz:

By: _____
Craig Moskowitz

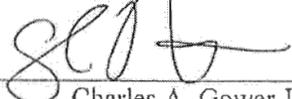
Dated: March ___, 2017

**Counsel for Plaintiff and the Settlement
Class:
CHANT & COMPANY
A Professional Law Corporation**

By: _____
Chant Yedalian

Dated: March 31, 2017

**Counsel for Plaintiff and the Settlement
Class:
CHARLES A. GOWER PC**

By: 

Charles A. Gower Jr.
Shaun P. O'Hara

EXHIBIT "A"

**IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA**

CRAIG MOSKOWITZ,
on behalf of himself and all
others similarly situated,

Plaintiff,

v.

ATL HAWKS, LLC; and DOES 1 through
100, inclusive,

Defendants.

CIVIL ACTION
FILE NO. _____

CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, Craig Moskowitz, individually and on behalf of all others similarly situated, files this Class Action Complaint And Demand For Jury Trial pursuant to O.C.G.A. § 9-11-23. Plaintiff alleges upon knowledge concerning each of his own respective acts and upon information and/or belief as to all other matters the following:

PRELIMINARY STATEMENT

1. Plaintiff on behalf of himself and all others similarly situated brings this action against ATL Hawks, LLC and Does 1 through 100 (all named and Doe

defendants collectively referred to as "Defendants") based on Defendants' violations of the Fair and Accurate Credit Transactions Act ("FACTA"), 15 U.S.C. §§ 1681 *et seq.*

2. FACTA provides in relevant part that “**no person** that accepts credit cards or debit cards for the transaction of business **shall print . . . the expiration date upon any receipt provided to the cardholder** at the point of the sale or transaction” 15 U.S.C. § 1681c(g)(1) (emphasis added.)

3. The law gave merchants who accept credit and or debit cards up to three years to comply with its requirements, requiring full compliance with its provisions no later than December 4, 2006. Although Defendants had up to three years to comply, Defendants have willfully violated this law and failed to protect Plaintiff and others similarly situated against identity theft and credit and debit card fraud by printing the expiration date of the card, the last four digits of the card number, and the brand of the card (e.g. Amex, etc.) on receipts provided to credit card and debit card cardholders transacting business with Defendants. This conduct is in direct violation of FACTA.

4. Nor is Defendants' willful violation of FACTA a trifling matter. In the statement provided during his signing of FACTA in 2003, the President underscored the importance of the legislation in combating rampant identity theft:

This bill also confronts the problem of identity theft. A growing number of Americans are victimized by criminals who assume their identities and cause havoc in their financial affairs. With this legislation, the Federal Government is protecting our citizens by taking the offensive against identity theft.

5. Courts have likewise emphasized the purpose of FACTA. For example, the Ninth Circuit recently emphasized that "[i]n fashioning FACTA, Congress aimed to 'restrict the amount of information available to identity thieves.'" *Bateman v. American Multi-Cinema, Inc.*, 623 F.3d 708, 718 (9th Cir. 2010) (quoting 149 Cong. Rec. 26,891 (2003) (statement of Sen. Shelby)).

6. Similarly, the Seventh Circuit recently explained the importance of Congress' prohibition against disclosing debit and credit card expiration dates in combating card fraud:

The idea behind requiring [an expiration date's] deletion is that, should the cardholder happen to lose the receipt of a transaction, the less information the receipt contains the less likely is an identity thief who happens to come upon the receipt to be able to figure out the cardholder's full account information and thus be able to make purchases that the seller will think were made by the legitimate cardholder.

A typical credit card has 16 digits and an expiration date that is the last day of a designated month and year. Even if the identity thief has all 16 digits, without the expiration date he may be unable to use the card. . . . It's common in telephone and internet transactions for the consumer to be asked for an expiration date, and most systems will not allow the would-be customer to keep guessing at the date, as the guessing suggests that he may be an identity thief.

Additional reasons for requiring deletion of the expiration date include that expiration dates combined with the last four or five digits of an account number can be used to bolster the credibility of a criminal who is making pretext calls to a card holder in order to learn other personal confidential financial information. Expiration dates are solicited by criminals in many e-mail phishing scams . . . , are one of the personal confidential financial information items trafficked in by criminals . . . , are described by Visa as a special security feature . . . , [and] are one of the items contained in the magnetic stripe of a credit card, so it is useful to a criminal when creating a phony duplicate card.

. . . .

Identity theft is a serious problem, and FACTA is a serious congressional effort to combat it.

Redman v. Radioshack Corp., 768 F.3d 622, 626-627, 639 (7th Cir. 2014).

7. In sum, Defendants have violated FACTA, and have thereby placed the security of Plaintiff and similarly situated Class members at risk. As a result of Defendants' unlawful practice of violating FACTA's provisions intended to safeguard against identity theft and credit and debit card fraud, Plaintiff seeks, on behalf of himself and the Class, statutory damages, punitive damages, costs and attorney fees, all of which are expressly made available by statute, 15 U.S.C. §§ 1681 *et seq.*

PARTIES

8. Plaintiff, Craig Moskowitz, is and at all times relevant hereto was a resident of the State of Connecticut.

9. Defendant ATL Hawks, LLC is a Delaware limited liability company with its principal place of business in Atlanta, Georgia. ATL Hawks, LLC owns and operates the Philips Arena Hawks Shops located at One Philips Drive, Atlanta, Georgia 30303. The Philips Arena Hawks Shops are open to members of the public and offer for sale goods and services related to the Hawks basketball team, including clothing, souvenirs, and other merchandise. The Philips Arena Hawks Shops consist of a main store at the entrance to Philips Arena, a store located on the upper deck concourse, a store located in the premium area of the lower level, two additional stores located on the lower level concourse, and a pop-up mobile shop. All Philips Arena Hawks Shops are located inside Philips Arena.

10. At all times mentioned in this Complaint, Defendants and each of them were the agents, employees, joint venturer, and or partners of each other and were acting within the course and scope of such agency, employment, joint venturer and or partnership relationship and or each of the Defendants ratified and or authorized the conduct of each of the other Defendants.

11. Plaintiff does not know the true names and capacities of defendants sued herein as Does 1 through 100, inclusive, and therefore sue these defendants by such fictitious names. Plaintiff is informed and/or believes that each of the Doe defendants was in some manner legally responsible for the wrongful and unlawful conduct and harm alleged herein. Plaintiff will amend this Complaint to set forth

the true names and capacities of these defendants when they have been ascertained, along with appropriate charging allegations.

JURISDICTION AND VENUE

12. This Court has jurisdiction over ATL Hawks, LLC because it owns, owns and operates the Philips Arena Hawks Shops located at One Philips Drive, Atlanta, Georgia 30303, through which it offers various goods and services for sale to the public, and it does extensive business in the State of Georgia. Further, Plaintiff Craig Moskowitz was provided with one or more receipts in violation of FACTA from at least one of the Philips Arena Hawks Shops located in Atlanta, Georgia, and this is a Class action case in which a substantial part of the acts and omissions giving rise to the claims occurred within the State of Georgia.

13. This Court is a proper venue for this action pursuant to O.C.G.A. § 14-2-510(b)(1) because this is a civil action and ATL Hawks, LLC's registered address with the Georgia Secretary Of State is 101 Marietta Street, Ste. 1900, Atlanta, GA, 30303, which is located in Fulton County.

CLASS ACTION ALLEGATIONS

14. Plaintiff brings this Class action on behalf of himself and all other persons similarly situated pursuant to O.C.G.A. § 9-11-23.

15. The class ("Class") which Plaintiff seeks to represent is defined as:

All consumers to whom ATL Hawks, LLC, during the period August 1, 2014 through January 24, 2016, provided an electronically printed receipt at the point of a sale or transaction at its Philips Arena Hawks Shops, on which receipt ATL Hawks, LLC printed the expiration date of the consumer's credit card or debit card. The Philips Arena Hawks Shops are located at One Philips Drive, Atlanta, Georgia 30303.¹

16. Excluded from the Class are Defendants and each of their directors, officers, and employees. Also excluded from the Class are any justice, judge, or magistrate judge assigned to this action or who presides over any proceeding concerning this action, and any such justice's, judge's, or magistrate judge's spouse, or a person within the third degree of relationship to any of them, or the spouse of such a person.

17. Numerosity: The Class is so numerous that joinder of all individual members in one action would be impracticable. The disposition of their claims through this Class action will benefit both the parties and this Court.

18. Plaintiff believes and thereon alleges that there are, at a minimum, thousands (*i.e.*, two thousand or more) of members that comprise the Class.

19. Members of the Class may be notified of the pendency of this action by techniques and forms commonly used in Class actions, such as by published

¹ Plaintiff reserves the right to amend or otherwise modify the Class definition and/or add sub-classes.

notice, and website notice or combinations thereof, or by other methods suitable to this Class and deemed necessary and or appropriate by the Court.

20. Typicality: Plaintiff's claims are typical of the claims of the entire Class. The claims of Plaintiff and members of the Class are based on the same legal theories and arise from the same unlawful conduct.

21. Plaintiff and members of the Class were each customers of Defendants, each having made a purchase or transacted other business with Defendants during the period August 1, 2014 through January 24, 2016, using a credit card or debit card. At the point of such sale or transaction with Plaintiff and members of the Class, Defendants provided to Plaintiff and each member of the Class a receipt in violation of 15 U.S.C. §1681c(g)(1) (*i.e.*, a receipt on which is printed the expiration date of the credit or debit card).

22. Common Questions of Fact and Law (Fed. R. Civ. P. 23(a)(2) and (b)(3)): There are a well-defined community of interest and common questions of fact and law affecting the members of the Class.

23. The questions of fact and law common to the Class predominate over questions which may affect individual members and include the following:

(a) Whether Defendants' conduct of providing Plaintiff and the Class with sales or transaction receipts whereon Defendants printed the expiration date of the card violated the FACTA, 15 U.S.C. §§ 1681 *et seq.*;

(b) Whether Defendants' conduct was willful pursuant to 15 U.S.C. § 1681(n); and

(c) Whether Plaintiff and the Class are entitled to statutory damages, punitive damages, costs and or attorney fees for Defendants' acts and conduct.

24. Adequacy of Representation: Plaintiff is an adequate representative of the Class because his interests do not conflict with the interests of the Class which Plaintiff seeks to represent. Plaintiff will fairly, adequately, and vigorously represent and protect the interests of the Class and does not have any interests antagonistic to the Class. Plaintiff has retained counsel who is competent and experienced in the prosecution of class action litigation.

25. Consistency Of Adjudications: A class action would promote the consistency of adjudicating the rights of Class members. In contrast, the prosecution of separate actions by or against individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants.

26. Superiority: A class action is superior to other available means for the fair and efficient adjudication of the claims of the Class. While the aggregate damages which may be and if awarded to the Class are likely to be substantial, the

actual damages suffered by individual members of the Class are relatively small. As a result, the expense and burden of individual litigation makes it economically infeasible and procedurally impracticable for each member of the Class to individually seek redress for the wrongs done to them. Plaintiff does not know of any other litigation already commenced by or against any member of the Class concerning Defendants' printing of the expiration date of the card on customer receipts. The likelihood of individual Class members prosecuting separate claims is remote. Individualized litigation would also increase the delay and expense to all parties and the court system resulting from multiple trials of the same factual issues. In contrast, the conduct of this matter as a class action presents fewer management difficulties, conserves the resources of the parties and the court system, and would protect the rights of each member of the Class. Plaintiff knows of no difficulty to be encountered in the management of this action that would preclude its maintenance as a class action.

CAUSES OF ACTION

COUNT ONE

For Violation of 15 U.S.C. §§ 1681 *et seq.*

(On Behalf of Plaintiffs and the Class as against Defendants)

27. Plaintiff hereby incorporates by reference the allegations contained in this Complaint.

28. Plaintiff asserts this claim on behalf of himself and the Class against Defendants.

29. Title 15 U.S.C. § 1681c(g)(1) provides that "no person that accepts credit cards or debit cards for the transaction of business shall print more than the last 5 digits of the card number or the expiration date upon any receipt provided to the cardholder at the point of the sale or transaction."

30. By its express terms, 15 U.S.C. § 1681c(g)(1) applies to "any cash register or other machine or device that electronically prints receipts for credit card or debit card transactions" after December 3, 2006. 15 U.S.C. § 1681c(g)(3).

31. Defendants transact business in the United States and accept credit cards and debit cards in the course of transacting business with persons such as Plaintiff and members of the Class. In transacting such business, Defendants use cash registers and or other machines or devices that electronically print receipts for credit card and debit card transactions.

32. During the period August 1, 2014 through January 24, 2016, Defendants, at the point of a sale or transaction with Plaintiff Craig Moskowitz at a Philips Arena Hawks Shops location, provided Plaintiff Craig Moskowitz with one or more electronically printed receipts on each of which Defendants printed the

expiration date of his credit card or debit card, the last four digits of his card number, and the brand of his card (e.g. Amex, etc.).

33. During the period August 1, 2014 through January 24, 2016, Defendants, at the point of a sale or transaction with members of the Class, provided each member of the Class with one or more electronically printed receipts on each of which Defendant printed, for each respective Class member, the expiration date of the credit card or debit card, the last four digits of the card number, and the brand of the card (e.g. Amex, etc.).

34. As set forth above, FACTA was enacted in 2003 and gave merchants who accept credit and or debit cards up to December 4, 2006 to comply with its requirements.

35. Defendants knew of and were well informed about the law, including specifically FACTA's requirements concerning the truncation of credit and debit card numbers and prohibition on the printing of expiration dates.

36. For example, but without limitation, several years ago, VISA, MasterCard, the PCI Security Standards Council (a consortium founded by VISA, MasterCard, Discover, American Express and JCB), companies that sell cash register and other devices for the processing of credit or debit card payments, companies that sell software to operate payment card devices, companies that maintain and repair hardware or software used to process payment card

transactions, and other entities informed Defendants about FACTA, including its specific requirements concerning the truncation of credit and debit card numbers and prohibition on the printing of expiration dates, and Defendants' need to comply with same.

37. Other entities, including but not limited to Defendants' payment card processor (also known as the acquirer, merchant bank, or acquiring bank) which processes credit and debit card payments for transactions occurring at Defendants' stores, likewise informed Defendants about FACTA, including its specific requirements concerning the truncation of credit and debit card numbers and prohibition on the printing of expiration dates, and Defendants' need to comply with same.

38. In addition, many companies such as VISA and MasterCard devised and implemented policies well before the operative date of FACTA's requirements, wherein such policies VISA, MasterCard and others required Defendants (and informed Defendants of the requirements) to truncate credit and debit card numbers and prevent the printing of expiration dates on receipts.

39. In addition, these companies also publically announced some of these requirements. For example, on March 6, 2003, VISA USA's CEO, Carl Pascarella, held a press conference on Capitol Hill with Senators Dianne Feinstein, Judd Gregg, Jon Corzine and Patrick Leahy, and publically announced Visa USA's

new truncation policy to protect consumers from identity theft. At the March 2003 press conference, Mr. Pascarella explained, as follows:

Today, I am proud to announce an additional measure to combat identity theft and protect consumers. Our new receipt truncation policy will soon limit cardholder information on receipts to the last four digits of their accounts. **The card's expiration date will be eliminated from receipts altogether.** This is an added security measure for consumers that doesn't require any action by the cardholder. We are proud to be the first payments brand to announce such a move to protect cardholders' identities by restricting access to their account information on receipts.

The first phase of this new policy goes into effect July 1, 2003 for all new terminals. I would like to add, however, that even before this policy goes into effect, **many merchants have already voluntarily begun truncating receipts, thanks to groundwork that we began together several years ago.**

Receipt truncation is good news for consumers, and bad news for identity thieves. Identity thieves thrive on discarded receipts and documents containing consumers' information such as payment account numbers, addresses, Social Security numbers, and more. Visa's new policy will protect consumers by limiting the information these thieves can access. (Emphasis added).

40. Moreover, the Government, through the Federal Trade Commission ("FTC"), provided notice of FACTA's requirements to businesses on no less than three separate occasions in 2007, reminding them of the requirement to truncate credit and debit card information on receipts. Defendants were informed of and knew about these notices from the FTC. In one such notice, entitled "FTC Business Alert" "Slip Showing? Federal Law Requires All Businesses to Truncate

Credit Card Information on Receipts," and dated May 2007, the FTC reminded businesses, among other things, of the following:

What's on the credit and debit card receipts you give your customers? The Federal Trade Commission (FTC), the nation's consumer protection agency, says it's time for companies to check their receipts and make sure they're complying with a law that's been in effect for all businesses since December 1, 2006.

According to the federal Fair and Accurate Credit Transaction Act (FACTA), the electronically printed credit and debit card receipts you give your customers must shorten — or truncate — the account information. You may include no more than the last five digits of the card number, and **you must delete the card's expiration date**. For example, a receipt that truncates the credit card number and deletes the expiration date could look like this:

ACCT:*****12345
EXP:****

Why is it important for businesses to make sure they're complying with this law? Credit card numbers on sales receipts are a "golden ticket" for fraudsters and identity thieves. Savvy businesses appreciate the importance of protecting their customers — and themselves — from credit card crime. (Emphasis added).

41. Defendants' violations of FACTA were not accidental oversights. The electronic printing of the expiration date of a credit or debit card on a customer receipt does not occur by accident. Electronic receipt printing equipment must be intentionally programmed or otherwise intentionally configured to print the expiration date of a credit or debit card on a customer receipt.

42. Thus, despite knowing and being repeatedly informed about FACTA and the importance of truncating credit and debit card numbers and preventing the printing of expiration dates on receipts, and despite having had over three years to comply with FACTA's requirements, Defendants knowingly willfully, intentionally, and recklessly violated FACTA's requirements by, *inter alia*, printing the expiration date of the card, the last four digits of the card number, and the brand of the card (e.g. Amex, etc.) upon the receipts provided to the credit card and debit card cardholders with whom it transacts business.

43. Many of Defendants' business peers and competitors brought their credit and debit card receipt printing processes in compliance with FACTA's requirements by, for example, programming their card machines and devices to prevent them from printing more than the last five digits of the card number and or the expiration date upon the receipts provided to the cardholders. Defendants could have readily done the same.

44. Instead, Defendants knowingly, willfully, intentionally, and recklessly disregarded FACTA's requirements and used cash registers and or other machines or devices that printed receipts in violation of FACTA.

45. Defendants knowingly, willfully, intentionally, and recklessly violated FACTA in conscious disregard of the rights of Plaintiff and the Class.

46. Defendants have also harmed Plaintiff and the Class by exposing them to at least an increased risk of identity theft and debit card fraud.

47. As a result of Defendants' willful violations of FACTA, Defendants are liable to Plaintiff and each member of the Class in the statutory damage amount of "not less than \$100 and not more than \$1,000" for each violation. 15 U.S.C. § 1681n.

PRAYER FOR RELIEF

48. WHEREFORE, Plaintiff prays for judgment and relief against Defendants as follows:

A. An order certifying the Class and appointing Plaintiff as the representatives of the Class, and appointing counsel of record for Plaintiff as counsel for the Class;

B. An award to Plaintiff and the Class of statutory damages pursuant to 15 U.S.C. § 1681n for Defendants' willful violations (up to but not exceeding the fullest extent allowed under the Constitution of the United States);

C. An award to Plaintiff and the Class of punitive damages pursuant to 15 U.S.C. § 1681n (up to but not exceeding the fullest extent allowed under the Constitution of the United States);

D. Payment of costs of suit herein incurred pursuant to, *inter alia*,
15 U.S.C. § 1681n;

E. Payment of reasonable attorneys' fees pursuant to, *inter alia*, 15
U.S.C. § 1681n; and

F. For such other and further relief as the Court may deem proper.

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

Respectfully submitted,

Date:

Charles Austin Gower Jr.
Georgia Bar No. 303528
Shaun Patrick O'Hara
Georgia Bar No. 749503
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Facsimile: 877.574.9411
chant@chant.mobi

COUNSEL FOR PLAINTIFF

EXHIBIT "B"

CLAIM FORM

I. Your Information

Please clearly print or type your information in the spaces below:

Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ E-mail Address (Optional): _____

II. Please provide either: (1) an original or copy of your customer receipt, OR (2) an original or copy of your credit or debit card statement

You must 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 credit or debit card and shows that you made a transaction from any Philips Arena Hawks Shop at any time during the period August 1, 2014 to January 24, 2016;

OR

Option (2): You may attach an original or a copy of your credit or debit card statement showing that you made a transaction at any Philips Arena Hawks Shop at any time during the period August 1, 2014 to January 24, 2016. 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 Philips Arena Hawks Shop, 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 at any Philips Arena Hawks Shop at any time during the period August 1, 2014 to January 24, 2016.

III. Please Sign This Form

I declare that the facts stated in this Claim Form are true and accurate.

Signature: _____

Questions? Call 1-???-???-???? or visit www.[????].com

INSTRUCTIONS FOR THE CLAIM FORM

I. Deadline For Returning Your Completed Claim Form

In order to receive any benefits, you must complete and return the attached Claim Form **by no later than [DATE]**. You may submit the Claim Form by U.S. mail, fax, or on-line submission.

If you are mailing the Claim Form, your completed Claim Form (together with the required documentation) must be mailed to the following address **postmarked no later than [DATE]**:

[Settlement Administrator's Address]

You may also send your Claim Form (together with the required documentation) by facsimile to the following facsimile number 1-???-??-????, **by no later than 11:59 p.m. Pacific Time on [DATE]**.

You may also submit your claim by completing and submitting an electronic version of the Claim Form (and uploading and submitting the required documentation) on the internet at www.?????.com, **by no later than 11:59 p.m. Pacific Time on [DATE]**.

II. You Must Complete Section I Of The Claim Form

You must complete Section I entitled "Your Information" by clearly printing or typing your information in the appropriate spaces. You must complete all of the spaces, except for your E-mail address which is optional.

III. You Must Also Provide The Necessary Document With Your Claim Form

As explained in Section II of the Claim Form, you must 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 credit or debit card and shows that you made a transaction from any Philips Arena Hawks Shop at any time during the period August 1, 2014 to January 24, 2016;

OR

Option (2): You may attach an original or a copy of your credit or debit card statement showing that you made a transaction at any Philips Arena Hawks Shop at any time during the period August 1, 2014 to January 24, 2016. 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 Philips Arena Hawks Shop, 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 at any Philips Arena Hawks Shop at any time during the period August 1, 2014 to January 24, 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.

IV. You Must Sign In The Space Provided In Section III Of The Claim Form

You must also sign the Claim Form in the space provided in Section III of the Claim Form.

EXHIBIT "C"

NOTICE OF PROPOSED
CLASS ACTION SETTLEMENT

If you received a credit card or debit card receipt from this store during the period August 1, 2014 to January 24, 2016, a class action settlement may affect your rights, and you may be entitled to a payment in the amount of up to \$100.00.

This notice is only a summary. For more information, visit the website or call the phone number below.

1-???-???-????

www.[?????].com

EXHIBIT "D"

LEGAL NOTICE

If you made a purchase or other transaction with your credit card or debit card at any of the Philips Arena Hawks Shops at any time during the period August 1, 2014 to January 24, 2016, a proposed class action settlement may affect your rights and you may be entitled to benefits.

What's This About and Who's Included?

A class action lawsuit has been filed against ATL Hawks, LLC ("Hawks"). The lawsuit alleges that Hawks willfully violated a federal law by printing credit card and debit card expiration dates on receipts provided to customers at the Philips Arena Hawks Shops. The law which Hawks is alleged to have violated is the Fair and Accurate Credit Transactions Act ("FACTA").

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.

Am I a Class Member?

You are a Class member if you are an individual who made a purchase or other transaction at any of the Philips Arena Hawks Shops (located at One Philips Drive, Atlanta, Georgia 30303) with your personal credit card or debit card at any time during August 1, 2014 to January 24, 2016.

What Is Being Sought By This Lawsuit?

The lawsuit seeks to recover statutory damages in the range of \$100-\$1,000 for each electronically printed customer receipt provided to Class members on which receipt their credit card or debit card expiration date was printed. The lawsuit also seeks other remedies such as attorneys' fees and costs. The Court has not yet decided in favor of either the Class or Hawks.

Why Am I Receiving This Notice?

Judge [Judge's Name], who is presiding over this lawsuit (entitled *Moskowitz, v. ATL Hawks, LLC*, Fulton County Superior Court, State of Georgia, Case

No.), approved a proposed class settlement. If you are part of the Class, your legal rights will be affected by this settlement unless you decide to exclude yourself. The Court authorized this notice to inform Class members about this settlement and their options.

Do I Have a Lawyer in the Case?

The Court appointed Chant Yedalian of Chant & Company A Professional Law Corporation and Charles A. Gower Jr. and Shaun P. O'Hara of Charles A. Gower PC to represent you and other Class members, as Class Counsel. 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.

What Are My Options?

If you are a Class member, you have the following options: (1) remain in the Class and submit a claim for up to a \$100 payment; (2) do nothing and do not receive any payment from this settlement but remain in the Class; (3) exclude yourself from the Class and settlement; (4) remain in the Class and object to the settlement; (5) remain in the Class and ask the Court for permission to speak at the fairness hearing. If you remain in the Class, you will be bound by all of the Court's orders and judgment. Staying in the Class also means that you can't sue or be part of any other lawsuit against the Hawks and certain other persons or entities about the issues involved in this lawsuit and settlement. You will not be responsible for any out-of-pocket costs or attorneys' fees concerning this lawsuit if you stay in the Class. If, however, you would like to exclude yourself from this lawsuit and settlement, you must send a request for exclusion postmarked no later than [Month, Day 2017]. For further information about this lawsuit and settlement and your options, you may visit the website or call the toll-free number listed below.

1-???-???-????

www.?????????????????????.com

EXHIBIT "E"

**IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA**

CRAIG MOSKOWITZ,
on behalf of himself and all
others similarly situated,

Plaintiff,

v.

ATL HAWKS, LLC; and DOES 1 through
100, inclusive,

Defendants.

Case No.: [Number]

Hon. [Judge's Name]

NOTICE OF CLASS ACTION LAWSUIT AND SETTLEMENT
**READ THIS NOTICE CAREFULLY, YOUR LEGAL RIGHTS MAY BE
AFFECTED**

You may be a part of a pending class action lawsuit against ATL Hawks, LLC ("Hawks"), 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 Hawks. The lawsuit alleges that Hawks willfully violated a federal law (known as the Fair and Accurate Credit Transactions Act or FACTA, 15 U.S.C. §1681c(g)) by printing on customer receipts the expiration date of its customer's credit card or debit card. Hawks disputes the class action allegations and denies that it willfully violated FACTA. The Court has not yet decided in favor of either the Class or Hawks. 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. Hawks 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 Craig Moskowitz,

Am I a Class Member?

You are a member of the Class if you are an individual who used a personal credit card or debit card for any transaction at any of the Philips Arena Hawks Shops during the period August 1, 2014 through January 24, 2016, and you were provided an electronically printed receipt on which was printed the expiration date of your credit card or debit card. The Philips Arena Hawks Shops are located at One Philips Drive, Atlanta, Georgia 30303.

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 Fulton County Superior Court for the State of Georgia 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?

Hawks will establish a non-reversionary cash fund in the amount of \$250,000 (the "Cash Fund").

If you are a Class member, you may be entitled to an amount up to \$100.00.

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, Hawks shall also implement a written policy which states that it will not print more than the last five digits of the credit or debit card number nor 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 Hawks.

How Can I Get Payment?

To obtain a payment, in an amount up to \$100.00, you must complete and return a valid Claim Form. The Claim Form 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 credit or debit card and shows that you made a

transaction from any Philips Arena Hawks Shop at any time during the period August 1, 2014 to January 24, 2016;

OR

Option (2): You may attach an original or a copy of your credit or debit card statement showing that you made a transaction at any Philips Arena Hawks Shop at any time during the period August 1, 2014 to January 24, 2016. 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 Philips Arena Hawks Shop, 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 at any Philips Arena Hawks Shop at any time during the period August 1, 2014 to January 24, 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, your completed Claim Form (together with the required documentation) must be mailed to the following address **postmarked no later than [DATE]:**

[Settlement Administrator's Address]

You may also send your Claim Form (together with the required documentation) by facsimile to the following facsimile number 1-??-??-???, **by no later than 11:59 p.m. Pacific Time on [DATE].**

You may also submit your claim by completing and submitting an electronic version of the Claim Form (and uploading and submitting the required documentation) on the internet at [www.\[????\].com](http://www.[????].com), **by no later than 11:59 p.m. Pacific Time on [DATE].**

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

If the Court approves the proposed Settlement and the decision becomes final, payments will be distributed no later than 60 days after the last day to submit Claim Forms or the Settlement Date, whichever is later. Please be patient.

**If I Submit a Valid and Timely Claim,
What Will Be The Amount of My Payment?**

Hawks will establish a non-reversionary cash fund in the amount of \$250,000 (the "Cash Fund"). After subtracting from the Cash Fund Class Counsel's attorneys' fees and costs, an enhancement payment to the Class Representative, costs of Newspaper Notice, and Administration Costs, the remaining amount (the "Net Cash Fund") will be divided by the total number of Settlement Class members who submit a valid and timely claim to determine each claiming Settlement Class member's pro-rata share (the "Pro-Rata Share"). In the event the Pro-Rata Share is equal to or exceeds \$100, each Settlement Class member who submits a valid and timely claim will be mailed a check in the amount of \$100, to be paid from the Net Cash Fund. In the event the Pro-Rata Share is less than \$100, each Settlement Class Member who submits a valid and timely claim will be mailed a check in the amount of the Pro-Rata Share, to be paid from the Net Cash Fund.

If any residual funds from the Net Cash Fund remain after claims payments are made to the Settlement Class members, any and all such residual funds will be distributed *cy pres* to the following 501(c)(3) charities in the following shares: [Insert approved charities and respective shares].

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 ATL Hawks, LLC 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, Moskowitz and each Settlement Class member who does not timely opt-out of the settlement forever discharge and release ATL Hawks, LLC as well as its insurers, predecessors, successors, affiliates, and all of their 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 from August 1, 2014 up to and including January 24, 2016 concerning the Philips Arena Hawks Shops located at One Philips Drive, Atlanta, Georgia 30303.

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

If you don't want to receive benefits from this Settlement, but you want to keep the right to sue ATL Hawks, LLC 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 *Craig Moskowitz, et al. v. ATL Hawks, LLC, et al.*, Case No. [Insert]. To be effective, you must mail your request for exclusion, **postmarked no later than [Opt-Out Deadline]**, to the Settlement Administrator at the following address:

[Settlement Administrator's Address]

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 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 ATL Hawks, LLC 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 ATL Hawks, LLC 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 **[Opt-Out Deadline]**.

How Do I Tell the Court That 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 application for service (or incentive) award. You can also object to Class Counsel's motion for attorneys' 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 *Craig Moskowitz, et al. v. ATL Hawks, LLC, et al.*, Case No. [Insert]. Your letter must include all of the following:

- a. A reference at the beginning to this matter, *Craig Moskowitz, et al. v. ATL Hawks, LLC, et al.*
- b. Your full name, address, and telephone number.

- c. Proof of Class membership consisting of the original or a copy of either: (1) your customer receipt containing the expiration date of your credit or debit card showing that you made a transaction at any time during the period August 1, 2014 through January 24, 2016 from the Philips Arena Hawks Shops, or (2) a credit or debit card statement showing that you made a transaction at the Philips Arena Hawks Shops at any time during the period August 1, 2014 through January 24, 2016.
- 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 list of all persons who will be called to testify in support of your objection.
- g. A statement of whether you intend to appear at the fairness hearing. If you intend to appear at the fairness hearing through counsel, your objection must also state the identity of all attorneys representing you who will appear at the fairness hearing.
- h. Regarding any counsel who represents you or has a financial interest in the objection: (1) a list of cases in which 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.
- i. A statement by you under oath that: (1) you have read your objection in its entirety, (2) you are a member of the 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, (5) authenticates any orders concerning a ruling upon your prior such objections that were issued by the trial and/or appellate courts in each listed case, attaching such orders to the statement; and (6) states that you will personally appear at the fairness hearing.

You must mail your objection to the Court, Class Counsel, and Hawks' Counsel, addressed to each of the respective addresses listed below. Objections to the Settlement must be postmarked no later than [60 days after short form notice is posted]. Objections to the Class Representative's application for service (or incentive) award, and/or to Class Counsel's motion for attorney's fees and costs must be postmarked no later than [21 calendar days before the fairness hearing].

COURT	CLASS COUNSEL	HAWKS' COUNSEL
Clerk of the Court for the Hon. [Judge] Fulton County Superior Court For The State Of Washington, [Address]	Chant Yedalian CHANT & COMPANY A Professional Law Corporation 1010 N. Central Ave. Glendale, CA 91202	Nathan L. Garroway Jeff Zachman DENTONS US LLP 303 Peachtree Street, NE Suite 5300 Atlanta, GA 30308

**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 basis 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. 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 attorney 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 is Chant Yedalian of Chant & Company A Professional Law Corporation and Charles A. Gower Jr. and Shaun P. O'Hara of Charles A. Gower PC. 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 Representatives Be Paid?

Class Counsel will ask the Court to approve payment of up to \$83,333.33 for attorneys' fees, to be paid from the Cash Fund, plus an award of Class Counsel's litigation costs of up to \$4,000, also to be paid from the Cash Fund. The fees and costs would pay Class Counsel for investigating the facts, prosecuting the lawsuit, negotiating the Settlement, causing Hawks to 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 Craig Moskowitz for his services as a Class Representative.

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

The Court will hold a fairness hearing at [time] on [date], at [address], in Courtroom [insert], before Judge [Judge Name]. 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.

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 at your own expense. You may also pay your own lawyer to attend, but it's not necessary.

May I Speak at the Fairness Hearing?

You may ask the Court for permission to speak at the fairness hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Craig Moskowitz, et al. v. ATL Hawks, LLC, et al.*, Case No. [Insert]." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be sent to the Clerk of the Court, Class Counsel, and Hawks Counsel, at the three addresses listed above under the heading "How Do I Tell the Court That I Don't Like the Settlement?" To be timely, a Notice of Intention to Appear concerning Class Counsel's motion for an award of attorney's fees and costs and/or the Class Representative's motion for service (or incentive) award must be postmarked no later than [Deadline, 21 calendar days before the fairness hearing]. To be timely, a Notice of Intention to Appear concerning any other matter about the Settlement must be postmarked no later than [Deadline, 60 calendar days after the date Short-Form Notice is first posted by Hawks].

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.?????.com; (2) write the Settlement Administrator at the following address: [insert]; or (3) call the Settlement Administrator at 1-???-???-???.