

**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.: 2017CV288354

Hon. Paige Reese Whitaker

**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 June 8, 2018:**

Atlanta Hawks Settlement  
c/o Atticus Administration  
P.O. Box 1440  
Minneapolis, MN 55440

You may also send your Claim Form (together with the required documentation) by facsimile to the following facsimile number 1-844-728-8428, **by no later than 11:59 p.m. Pacific Time on June 8, 2018.**

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.HawksSettlement.com](http://www.HawksSettlement.com), **by no later than 11:59 p.m. Pacific Time on June 8, 2018.**

Please visit [www.HawksSettlement.com](http://www.HawksSettlement.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 equal shares: Atlanta Community Food Bank; BlazeSports America; and J. Barnett Woodruff Club (South Columbus) which is part of the Boys & Girls Clubs of the Chattahoochee Valley.

**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. 2017CV288354. To be effective, you must mail your request for exclusion, **postmarked no later than February 8, 2018**, to the Settlement Administrator at the following address:

Atlanta Hawks Settlement  
c/o Atticus Administration  
P.O. Box 1440  
Minneapolis, MN 55440

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 **February 8, 2018**.

### **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. 2017CV288354. 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 February 8, 2018. 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 April 2, 2018.

COURT	CLASS COUNSEL	HAWKS' COUNSEL
Clerk of the Court for the Hon. Paige Reese Whitaker Fulton County Superior Court For The State Of Georgia 185 Central Ave., Courtroom 5C Atlanta, GA 30303	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 **9:00 a.m.** on **April 23, 2018**, at 185 Central Avenue, Atlanta, Georgia 30303, in Courtroom 5C, before Judge Paige Reese Whitaker. 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. 2017CV288354." 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 April 2, 2018. To be timely, a Notice of Intention to Appear concerning any other matter about the Settlement must be postmarked no later than February 8, 2018.

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.HawksSettlement.com](http://www.HawksSettlement.com); (2) write the Settlement Administrator at the following address: Atlanta Hawks Settlement, c/o Atticus Administration, P.O. Box 1440, Minneapolis, MN 55440; or (3) call the Settlement Administrator at 1-888-233-2228.